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Nos. 78-1545 and 80-951 (Consolidated)

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

ANNE B. ZIPES, *et al.*,
Petitioners,
v.
No. 78-1545

TRANS WORLD AIRLINES, INC.,
Respondent.

INDEPENDENT FEDERATION OF FLIGHT ATTENDANTS,
Petitioner,
v.
No. 80-951

TRANS WORLD AIRLINES, INC. and ANNE B. ZIPES, *et al.*,
Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

JOINT APPENDIX
VOLUME II

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PETITION FOR CERTIORARI IN NO. 78-1545 FILED APRIL 10, 1979
AND IN NO. 80-951 ON DECEMBER 12, 1980
CERTIORARI GRANTED MARCH 9, 1981

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CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES *

August 24, 1978—Opinion of the Court of Appeals for the Seventh Circuit in *In re: Consolidated Pretrial Proceedings in the Airline Cases.*

June 27, 1979—Plaintiffs' notice to class members and proposed settlement agreement filed in United States District Court for the Northern District of Illinois, Eastern Division.

June 29, 1979—Order entered designating two sub-classes, preliminarily approving the proposed settlement agreement, directing that notice be distributed to all known class members and setting hearing on approval of the settlement agreement pursuant to Rule 23(e), F.R.Civ.P. for July 31, 1979.

July 25, 1979—Motion and petition to intervene by the Independent Federation of Flight Attendants.

July 31, 1979—Hearing on proposed settlement agreement.

August 2, 1979—Order dated July 31, 1979 entered sustaining Union's motion to intervene and motion to suspend final approval of proposed settlement agreement.

August 23, 1979—Plaintiffs' motion for leave to amend proposed settlement agreement filed.

August 23, 1979—Order entered sustaining plaintiffs' motion for leave to amend proposed settlement agreement. Amendment to proposed settlement agreement filed.

September 24, 1979—Order dated September 14, 1979 overruling intervenor's objection to court's jurisdiction to approve proposed settlement agreement entered.

October 3, 1979—Hearing on approval of proposed settlement agreement and grant of retroactive competitive seniority.

November 13, 1979—Orders dated November 8, 1979 entered approving settlement agreement, awarding seniority and dismissing actions.

December 4, 1979—Intervenor's notice of appeal filed.

June 13, 1980—Opinion and judgment of the Court of Appeals for the Seventh Circuit.

September 17, 1980—Order of the Court of Appeals for the Seventh Circuit denying petition for rehearing.

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* All relevant docket entries are listed in Volume I of the Joint Appendix. Restated herein below are those docket entries relating specifically to the time period reflected by the documents contained in this Volume II.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 70 C 2071

AIR LINE STEWARDS AND STEWARDESSES ASSOCIATION, LOCAL 550, TWU, AFL-CIO, PAMELA DAILING, SADIE SUE LAKE, PAT SANTINI, VIRGINIA HIRT and BONNIE YODER, *Plaintiffs,*

v.

TRANS WORLD AIRLINES, INC., *Defendant.*

No. 74 C 2063

ANNE B. ZIPES, FRANCES M. SWIFT, *et al.*, *Plaintiffs,*

v.

AIR LINE STEWARDS AND STEWARDESSES ASSOCIATION, LOCAL 550, TWU, AFL-CIO and TRANS WORLD AIRLINES, INC., *Defendants.*

ORDER

This Court has previously been advised of settlement negotiations between the parties and has heard the joint suggestions of the parties to designate, pursuant to Rule 23(c)(4), two sub-classes, at least in connection with a proposed settlement. The Court hereby designates the following two sub-classes, comprised of the following persons:

SUB-CLASS A

All former TWA hostesses whose employments as hostesses were terminated on or after July 2, 1965 (by resignation or otherwise) on account of pregnancy or adoption (1) and which pregnancy ended or the adoption occurred on or after March 2, 1970 or (2) which pregnancy ended or the adoption occurred prior to March 2, 1970 but who were thereafter reinstated in ground duty positions and who continued such ground employment continuously until March 2, 1970.

SUB-CLASS B

All former TWA hostesses whose employments as TWA hostesses were terminated on or after July 2, 1965 on account of pregnancy or adoption but who are not members of Sub-Class A.

The Court appoints Kevin Forde, Esq., 111 West Washington Street, Chicago, Illinois, as counsel for Sub-Class A. Charles Pressman and Aram A. Hartunian, of the firm of Pressman & Hartunian, 55 East Monroe Street, Chicago, Illinois and Arnold I. Shure, Esq., 10 South LaSalle Street, Chicago, Illinois shall continue to act as counsel for Sub-Class B.

The Court having been formally apprised by the parties that an agreement has been reached to settle the above-captioned cases and the proposed Settlement Agreement having been presented to the Court, the Court finds, preliminarily, that the Settlement Agreement is reasonable, fair and adequate so as to qualify said settlement for submission to the class members and further consideration by this Court.

It is further ordered that a notice substantially in the form attached hereto be distributed to all known class members. The Court having been advised by the parties that the list of class members which is attached to the

Settlement Agreement includes all class members who have come to the attention of the parties, by discovery or otherwise, after nine (9) years of litigation during which diligent efforts were made to identify and locate all class members, it is ordered that the notice be distributed to the persons named in the aforesaid list.

It is further ordered that the notice be distributed by first class mail, postage prepaid, and deposited in the mails by no later than June 29, 1979.

A hearing to determine whether or not the Settlement Agreement should be approved pursuant to Rule 23(e), F.R.P.C. shall commence on the 31st day of July 1979, at the hour of 10:30 A.M. If the Settlement Agreement is approved, and if any party or person then objects to the provisions of the Settlement Agreement regarding retroactive seniority for hostesses re-employed thereunder, the Court, pursuant to Section 706(g) of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e-5(g), will thereupon conduct a hearing thereon. For this purpose, it is hereby ordered that the Independent Federation of Flight Attendants be furnished with a copy of this Order together with a copy of the proposed Settlement Agreement (by certified mail, return receipt requested) as notice thereof.

ENTER:

/s/ [Illegible]
United States District Judge

DATED: June 27, 1979

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

NOTICE TO CLASS MEMBERS

Pursuant to an Order of the Court, this Notice is being distributed to all persons who have previously been included as class members in these cases.

The purpose of this Notice is to advise you: (1) of the provisions of a settlement agreement, (2) of your rights under the settlement agreement, and (3) of a court hearing on the agreement to be held on July 31, 1979, at 10:30 A.M.

HISTORY OF THE LITIGATION

On July 2, 1965, the Civil Rights Act of 1964 (the "Act") went into effect, prohibiting employment discrimination on the basis of sex. On August 18, 1970, a suit was filed alleging that Trans World Airlines, Inc. ("TWA") had violated the Act. The suit was brought on behalf of all hostesses who were fired (or resigned) on account of pregnancy or the adoption of a child. In 1971, a settlement agreement was entered into which was approved by the District Court but that approval was reversed on appeal to the Seventh Circuit Court of Appeals. The Court of Appeals also ordered that the union (Air Line Stewards and Stewardesses Association, Local 550, TWU, AFL-CIO) be removed as the representative of the class. *ALSSA* v. *American Airlines, Inc.*, 490 F.2d 636, (7th Cir. 1973), *cert. denied*, 416 U.S. 993 (1974). When the case resumed in the District Court, Pamela Dailing, Pat Santini and Ann B. Zipes were appointed as the representatives of the class.

In 1972, TWA offered re-employment as hostesses, without retroactive seniority or back pay, to those class

members who agreed to waive their rights in this litigation. In 1974, another suit was filed which alleged that TWA's 1972 offer was a violation of the Act.

On October 15, 1976 and October 18, 1976, respectively, two Court Orders were entered which: (a) declared that TWA's aforesaid employment practice had been a violation of the Act and (b) ruled that the class included all hostesses who had been fired after July 2, 1965 on account of motherhood.

TWA appealed to the Seventh Circuit Court of Appeals. In August 1978, the Court of Appeals ruled that the aforesaid employment practice was a violation of the Act but that the only persons who are entitled to membership in the class are those hostesses who either (a) gave birth to children on or after March 2, 1970 or (b) gave birth to children prior to March 2, 1970 and thereafter held ground jobs continuously until March 2, 1970. (582 F.2d 1142). That decision of the Court of Appeals was appealed to the United States Supreme Court by the plaintiffs and TWA by petitions for writs of certiorari. Prior to any decision by the U.S. Supreme Court, this settlement agreement was entered into. The agreement has been signed by TWA, Pamela Dailing, Pat Santini and Anne B. Zipes. It was presented to the District Court on June 26, 1979 at which time it was preliminarily approved by the Court. For purposes of this proposed settlement, the Court divided the class into two sub-classes, *viz.*:

SUB-CLASS A

> All former TWA hostesses whose employments were terminated on account of pregnancy or adoption and whose pregnancies ended (or the adoption occurred) on or after March 2, 1970 or whose pregnancies ended (or the adoption occurred) prior to March 2, 1970 but who were employed thereafter in ground jobs continuously until March 2, 1970;

SUB-CLASS B

All former TWA hostesses whose employments were terminated on account of pregnancy or adoption and whose pregnancies ended (or the adoption occurred) prior to March 2, 1970 but who were not thereafter employed in ground jobs continuously until March 2, 1970.

Separate attorneys have been appointed to represent the interests of the aforesaid two sub-classes. The attorney for Sub-Class A is Kevin M. Forde, 111 W. Washington Street, Chicago, Illinois, who was appointed by the Court in June 1979 to provide separate representation for Sub-Class A, including the evaluation of the fairness of the settlement to Sub-Class A. The attorneys for Sub-Class B are Arnold I. Shure, 10 South LaSalle Street, Chicago, Illinois and Pressman & Hartunian, Chtd., 55 East Monroe Street, Chicago, Illinois. Prior to the appointment of Mr. Forde, Mr. Shure and his associates and Pressman & Hartunian represented all of the class members. DO NOT MAKE INQUIRIES BY TELEPHONE TO THE AFORESAID ATTORNEYS OR TO THE COURT; YOU MAY DO SO ONLY IN WRITING.

A hearing will take place on July 31, 1979 at the hour of 10:30 A.M. at the U.S. District Courthouse, 219 South Dearborn Street, Chicago, Illinois in the courtroom of Judge Stanley J. Roszkowski, to determine whether or not the settlement agreement should be finally approved.

THE SETTLEMENT AGREEMENT

The Settlement Agreement is available for inspection by any interested person. It is on file at the office of the Clerk of the U.S. District Court, 219 South Dearborn Street, Chicago, Illinois. The provisions of the settlement agreement are summarized as follows:

RE-EMPLOYMENT OR TRIP PASSES

All members of both sub-classes will be entitled to reemployment as TWA hostesses or, if you so desire, you

may receive twelve (12) trip passes instead, the details of which are stated below.

In order to be eligible for re-employment as a hostess, the following requirements must be met by you:

(1) Complete the enclosed Claim Form;

(2) Successfully pass TWA's medical examination;

(3) Successfully meet TWA's physical requirements;

(4) Complete TWA's re-training course.

If you apply for re-employment, you will be notified by TWA of the date and place of the re-training class to which you will be assigned. The re-training classes will be conducted at various times within one year following final approval of the settlement. Base assignments will be made according to seniority. If no vacancy exists at a base of your choice, TWA will assign a base to you.

SENIORITY

Each re-employed class member will be credited with the seniority which accrued as of the time when she was terminated plus retroactive seniority (to the extent allowed by the Court) for such of the time subsequent to termination as the Court allows. The plaintiffs intend to seek full retroactive seniority for the entire period up to June 18, 1979.

Any class member who does not become re-employed as a hostess will receive twelve (12) trip passes, each of which shall be at any time during her lifetime good for a TWA round trip by her, her spouse, or any of her dependent children under 21 and her children under 23 who are full-time students. The passes will be Class 9 (which is the priority for retired hostesses) except that other persons holding Class 9 passes shall have priority.

BACKPAY

TWA will pay $1,500,000 to Sub-Class A (the post-March 1970 group), to be prorated amongst them on the basis of their respective losses of net earnings since termination. There are approximately 30 persons in this sub-class.

TWA will pay an additional $1,500,000 to sub-class B (the pre-March 1970 group) to be prorated amongst them on the basis of their respective losses of net earnings since termination. There are approximately 400 persons in this sub-class.

The prorations will be based on losses and earnings after adjustment for periods of disability and actual earnings since termination. Deductions will be made for Social Security, income tax withholding, and plaintiffs' attorneys' fees and expenses.

Attorneys' fees and expenses will not be determined unless and until the agreement is first approved. The plaintiffs' attorneys intend to seek an award of fees, from the total settlement funds of $3,000,000, in the total amount of up to $1,250,000 plus expenses, to be divided equally between the two Sub-Classes. Their petitions for attorneys' fees will set forth their efforts during seven years of litigation, consisting of in excess of 4,000 hours of lawyer time expended on behalf of all class members. Mr. Forde will file a separate petition for services rendered to Sub-Class A subsequent to June 20, 1979. If the settlement is approved, the Court will make its decision on fees based upon fairness and the applicable standards of law.

The re-employment rights and trip-pass benefits are the same for both sub-classes. The individual members of Sub-Class A will receive much larger amounts than the individual members of Sub-Class B. The decision of the Plaintiffs' attorneys to accept the offer which gives rise to this disparity was due to the Court of Appeals'

opinion, which held that the members of Sub-Class A are entitled to relief but that the claims of the members of Sub-Class B are barred on account of no one of them having filed a timely claim with the federal Equal Employment Opportunity Commission.

OBJECTIONS AND COMMENTS

If the settlement is finally approved, both lawsuits will be dismissed. You may appear and be heard, in person or by an attorney, at the hearing on July 31, 1979. You may also file in writing a statement of your objections or comments. This may be done by mail, addressed to:

Clerk of the U.S. District Court
Re: Consolidated Airlines Stewardess
Litigation, Case No. 70 C 2071
219 South Dearborn Street
Chicago, Illinois 60604

The objection or comment must arrive at the Clerk's office by no later than July 27, 1979.

RETURN OF CLAIM FORMS

IN ORDER TO RECEIVE ANY OF THE BENEFITS OF THE SETTLEMENT, REGARDLESS OF WHETHER OR NOT YOU OBJECT OR HAVE ANY COMMENT, YOU MUST RETURN THE ENCLOSED CLAIM FORM, SIGNED BY YOU AND NOTARIZED, MAILED OR DELIVERED TO:

PRESSMAN & HARTUNIAN, CHTD.
55 East Monroe Street
Suite 4005
Chicago, Illinois 60603

The claim forms must be received by Pressman & Hartunian, Chtd. by no later than August 31, 1979.

Clerk of the U.S. District Court
for the Northern District of
Illinois, Eastern Division

UNION'S PETITION FOR INTERVENTION
[Filed July 25, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

PETITION FOR INTERVENTION

Comes now the Intervenor, the Independent Federation of Flight Attendants, and today files this Petition for Intervention. In support of its Petition, Intervenor states:

1. Independent Federation of Flight Attendants (IFFA) is an unincorporated association with its principal address at 630 Third Avenue, New York, New York, and is a labor organization, national in scope, representing for purposes of collective bargaining flight attendants employed by air carriers under the provisions of the Railway Labor Act, Title 45 U.S.C. Sec. 151, *et seq.* On April 1, 1977, IFFA was certified by the National Mediation Board as the duly designated and authorized representative of all flight attendants employed by Trans World Airlines, Inc. (TWA), and ever since that date has been the exclusive bargaining representative of all flight attendants employed by TWA for all matters pertaining to wages, hours, and working conditions, including the seniority and seniority rights of such flight attendants arising solely by virtue of the Collective Bargaining Agreement in effect between IFFA and TWA.

2. Intervenor represents the flight attendants currently employed by the defendant.

3. Representatives of the plaintiff class and defendant have reached a tentative settlement of these actions.

4. If the proposed settlement is put into effect, approximately 430 individuals will be offered reinstatement to positions within the bargaining unit represented by Intervenor.

5. As part of the settlement plaintiffs seek both retained and accrued seniority.

6. The United States Court of Appeals for the Seventh Circuit has ruled in this case that approximately 400 of the 430 defendants are entitled to no relief on their claims against defendant; however, defendant has nonethless agreed to settle this case by offering reinstatement to all class members, including these 400 individuals.

7. The job seniority of a flight attendant is a valuable property right, which greatly affects the rights, privileges, and general working conditions of the flight attendant.

8. If all plaintiffs are reinstated with full seniority, the rights of many of Intervenor's members will be impaired.

9. Neither plaintiffs nor defendant sought Intervenor's consent or input in conducting settlement negotiations.

10. No party has attempted to join Intervenor as an additional party to this action pursuant to Rule 19 of the Federal Rules of Civil Procedure, despite the fact that in the absence of Intervenor, complete relief cannot be accorded; and that defendant may be subjecting itself to inconsistent or multiple obligations.

11. The proposed settlement is not valid and cannot be put into effect without the consent of the Intervenor.

12. Approval by the court of a settlement agreement between plaintiffs and defendants which reinstates all plaintiffs with full seniority, without the consent of Intervenor and its members, and without right of trial, violates the rights of Intervenor and its members to due process of law.

13. It would not be just and proper for the court to approve a settlement reinstating all plaintiffs with full seniority.

14. The proposed settlement allows defendant to settle these actions, but unfairly and improperly forces Intervenor and its members to bear the burden of this settlement.

15. The proposed settlement agreement raises many unanswered questions which directly affect the rights of Intervenor and its members.

16. The proposed settlement agreement between plaintiff class and defendant TWA improperly restricts and diminishes legitimate seniority rights and expectations of TWA's male and female incumbent flight attendants who are not members of the proposed class in violation of Sections 703(h) and 703(j) of the Civil Rights Act of 1964.

17. The proposed settlement agreement between defendant TWA and plaintiff class, to the exclusion of and without approval of Intervenor, is prohibited by and in violation of the Railway Labor Act, Title 45 U.S.C. Sec. 152, Sixth and Seventh and Sec. 156, all made applicable to carriers by air, Sec. 181.

18. The court lacks jurisdiction to make any orders in regard to the claims of those members of the plaintiff class whose claims have been held jurisdictionally insufficient by the Seventh Circuit Court of Appeals.

WHEREFORE, Intervenor prays that: the proposed settlement not be approved insofar as it provides for reinstatement with competitive or occupational or union seniority; the court direct that Intervenor be included in any further settlement negotiations insofar as any proposed settlement may infringe upon the rights of Intervenor and its members; the court rule that it has no

jurisdiction to make any orders regarding the claims of those class members whose claims have been found to be jurisdictionally deficient by the Seventh Circuit Court of Appeals; and, if despite the above the court approves the proposed settlement agreement, the court order that plaintiffs be reinstated without occupational, competitive or union seniority.

Respectfully submitted,

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/s/ Steven A. Fehr
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Attorneys for Intervenor IFFA

EXCERPT OF PROCEEDINGS ON JULY 31, 1979

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

[Title omitted in printing]

EXCERPT of PROCEEDINGS had at the hearing of the above-entitled cause before the HONORABLE STANLEY J. ROSZKOWSKI, one of the judges of said court, in his courtroom in the United States Courthouse, Chicago, Illinois, on Tuesday, July 31, 1979, at the hour of 10:30 o'clock a.m.

PRESENT:

MR. KEVIN M. FORDE

MR. ARAM HARTUNIAN
MR. ARNOLD I. SHURE

MR. LAWRENCE A. CARTON

MR. WILLIAM A. JOLLEY
MR. STEVEN A. FEHR

Also present: Ms. Elizabeth Harris
Ms. Anne B. Zipes

[31] • • • •

MR. JOLLEY: Your Honor, William A. Jolley, attorney for the intervenor, Independent Federation of Flight Attendants, and I am here to speak on behalf of that organization, which is the current collective bargaining representative of 7000 present on-line TWA flight attendants, to oppose the approval of the settlement agreement as it is written.

As your Honor knows, we requested additional time to present these matters to the court by way of brief, because of the complexity and the novelty and the seriousness of the matters we think are present in this case. I would like at this point to state our objections, and of course leave it up to the court whether we have additional time to brief.

Your Honor, to begin with, I think something has to be clarified. As I sit and listen to Mr. Hartunian, it appears to me he does not fully comprehend the scope and the breadth of the union's objection. It appears to me that Mr. Hartunian is supposing or presupposing that the union is only objecting to what the settlement agreement refers to as retroactive seniority that would have accrued to returning class members between the time of termination of resignation and the date of reinstatement.

If that is any party's or the court's understanding that that is our objection or the limit of our objection, [32] that is incorrect. We object, your Honor, to the settlement agreement insofar as it provides for any restoration of competitive or union or job seniority.

Now, these terms are interchanged in court decisions, but basically there is a distinction between job or union seniority on the one time, and company seniority on the other. Job or union seniority is that seniority that a flight attendant in this case uses to gain benefits at the expense of some other member of the bargaining unit, such as job bidding, such as bidding for lines of time, and many other provisions of the contract.

In addition, there is company seniority. Company seniority will determine—and is noncompetitive—company would determine pay scale progression: how many years a person has in the employ of the company will determine their slot on the pay scale, how much money he or she will get for performing that job. We don't care about that. That is not at the expense of another flight attendant.

Pass allotments: After 15 years an employee gets a term pass. We don't care about that because that is not union seniority, that is not competitive seniority.

Sick leave accrual: The amount of sick leave days a person has in his or her individual sick leave bank is a matter of company seniority and not union seniority. We don't object to that.

[33] The amount of vacation days an employee will earn is based upon time with the company and that is not a matter of concern to the union, so we don't object to it here.

Retirement benefits based upon years of service does not come at the expense of another flight attendant, so we don't object to that. But for union or competitive seniority, your Honor, we object to the approval of this settlement insofar as that settlement includes any retroactive union or job or competitive seniority, and I use those terms interchangeably.

It is our position that TWA and the plaintiffs can only agree upon what they have control over. In this case we have TWA agreeing to settle this case. In addition to paying money out of TWA's pocket, they are offering what is not theirs. They are offering seniority that is administered by the union, is a creature of the union collective bargaining agreement, and which in fact belongs to the on-line flight attendants, many of whom are in this courtroom today.

The company can give money, the company can give passes, the company can give jobs to members of the class, and the company can give company seniority and we don't have anything to object to on that basis. We have no standing to object because those benefits do not exist as a [34] creature of our collectively bargained negotiated signed agreement, which has been approved by the on-line flight attendants who presently work for TWA, but it is our position, your Honor, that the court cannot approve this agreement A, as a settlement, be-

cause it includes matters that require the union's consent and the union is not a party to this settlement and does not settle, nor can your Honor approve this settlement as a consent decree because there has been no acknowledgement or establishment of liability which would allow the court over the objections of the union to reinstate seniority which belongs to present flight attendants, and which is a creature of the current collective bargaining agreement.

The only way, your Honor—and there is no case to the contrary—in feverish research I will represent to the court there is no situation analogous to the present fact situation in front of the court here. The two ways that seniority can be adjusted to remedy a past violation of the Civil Rights Act, one is where the union agrees and negotiates a settlement to adjust present seniority by restoring previously discriminated-against employees their rightful seniority place. That is where the union is a party to the agreement and that is what happened in the Weber case recently decided by the Supreme Court.

* * * *

[41] Your Honor, the likelihood of success in this case is dependent upon the Supreme Court granting cert, hear-likelihood of success by the 400 members of Subclass B is dependent upon the Supreme Court granting cert, hearing the case, and reversing the 7th circuit. That is the likelihood of success upon which the plaintiff class members in Subclass B are relying.

In approving settlement I think the court has to look at judicial economy and the possible saving of time. Your Honor, all that needs to be determined to put this case at rest once and for all—to answer the objections that we are making or any of the other matters in this case—is let the parties continue to wend their way to the Supreme Court where their position for cert has been held in abeyance, and let the Supreme Court rule on the

7th circuit's opinion, because if it doesn't grant cert, or if it upholds the 7th circuit, then obviously the 400 members of Subclass B are entitled to nothing.

* * * *

[48] TWA is not paying the price to members of Subclass B, and in fact there is a totally disproportionate price tag on this settlement that is being paid by the membership of the Independent Federation of Flight Attendants—the present on-light flight attendants.

Your Honor, we don't say that Subclass B should get nothing, we are saying that they should not get what is not—they should not get what the company can't give.

The settlement agreement as to Subclass B provides that they get jobs back without union or job seniority, that if they got full company seniority for purposes of pay, the amount of retirement, amount of vacation, amount of sick days—we would have no objection to that. We object to the settlement agreement insofar as it gives any retroactive union or job or competitive seniority, and your Honor, we would like to brief the matters that we have raised. We think they are serious, we think they are complex. We think that they exist on a rapidly changing developing area of law. We would ask some time to brief these questions with your Honor delaying or holding up your approval of this settlement until such time as we have had the opportunity to submit briefs. And we do [49] want to be heard, your Honor, on the adverse impact on the seniority adjustments from an evidence standpoint, once you do approve—as the order indicates—once you approve the settlement agreement you then intend to have a hearing on seniority—we do wish to be heard at that time also.

* * * *

[101] I agree with one thing that Mr. Hartunian said, that you don't have to decide whether you have jurisdic-

tion, and the reason that you don't have to decide is that the Seventh Circuit has already decided it for you.

THE COURT: Counsel, are you saying that because they have not made a decision which is obviously subject to an appeal to the Supreme Court at this point, that the parties to the litigation do not have a right at this point in time to settle the litigation?

MR. FEHR: No, your Honor, I am not saying that. May be we should talk about the difference between settlement and consent decree.

THE COURT: I think you are saying that.

MR. FEHR: No, a settlement in the normal concept involves only two people, and they settle it between themselves. Obviously if you are settling something and you try to settle the rights of the third party without that third party being present, there is some question as to whether that settlement is binding and valid upon that third party. Moreover, it is different when in addition to the part of the settlement which can be finally concluded, giving the benefits, giving the money, whatever—the parties also ask the Court to issue an order putting a settlement into effect and to enforce that settlement over the rights and objections of third parties who are [102] injured by the settlement. We are saying it doesn't give money. They don't have to come back to Court for that later, because it is all over. There is not anything more to be done. But insofar as it asks the Court to issue orders which deprive other individuals of something, I think it is a necessary prerequisite that the Court have subject matter jurisdiction over the case.

THE COURT: I understand your position.

MR. FEHR: I don't think Mr. Hartunian has distinguished the McArthur case one wit. I might add that to the extent that he made any hearsay comments as to what some attorneys said that are not here today and they reflect facts not in the opinion, we would object to it unless they present it in better form. But there were

other people appealing in the McArthur case other than the intervening innocent incumbent flight attendants. There were also some dissident class members. It is true, it is unclear whether anyone asks the Fifth Circuit to reconsider and dismiss the case and void the consent decree because of the jurisdictional question. That is just the point, your Honor. The Fifth Circuit knew and realized where there was no subject matter jurisdiction, the Court had no power to issue a consent decree and enforce that consent decree over the objection of the interested party.

EXCERPT FROM UNION-INTERVENOR'S MEMORANDUM BRIEF

[Filed August 14, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

UNION-INTERVENOR'S MEMORANDUM BRIEF CONCERNING THIS COURT'S LACK OF JURISDICTION AND AUTHORITY TO APPROVE THE PROPOSED SETTLEMENT AGREEMENT

I. *Union (Competitive) Seniority: The Union's Interest In This Settlement; The Settlement Provisions To Which The Union Objects; And The Reasons Behind These Objections.*

At the outset, and prior to this submission of legal arguments concerning this Court's lack of jurisdiction or authority to approve the settlement, a distinction should be made between those portions of the settlement to which the Intervenor does *not* object and those to which the Intervenor's objections *are* directed; in addition, the Union-Intervenor wishes to explain to the Court the compelling considerations—from the standpoint of both statutory mandate and the interests of those incumbent flight attendants currently represented by the Intervenor—behind these objections.

The Settlement Agreement provides for payment by TWA, to the class, of three million dollars (Settlement Agreement, Page 4), an offer of reemployment (Settlement Agreement, Page 5), trip passes for class members not returning to employment (Settlement Agreement, Page 11), and "Company seniority and length of serv-

ice" to which each reemployed class member "was entitled at the date on which her employment was terminated plus Company seniority and such length of service for the entire compensation period . . ." (Settlement Agreement, Section V. A., Page 8). As to the preceding entitlements of class members, the Union-Intervenor concededly has no standing to object and, indeed, does not object. Presently-employed flight attendants, represented by the Union are not adversely affected by these provisions.

The Settlement Agreement further provides, however, that reemployed class members shall be "restored to full occupational (Union) seniority and credit for length of service to the same extent as is provided in Section V. A. above"...

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EXCERPTS FROM TWA'S REPLY TO UNION MEMORANDUM

[Filed August 24, 1979]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

[Title omitted in printing]

TRANS WORLD AIRLINES' REPLY TO UNION MEMORANDUM OPPOSING, AND SUBCLASS A MEMORANDUM SUPPORTING, SETTLEMENT

The union attacks the proposed settlement because the provision of occupational or union seniority for reinstated employees is claimed to affect adversely the current employees represented by the union. TWA is not involved in this dispute since the settlement agreement provides that such seniority will be determined by the court "without contest or objection by TWA" (Section VB). But the union's attack on the seniority provision questions the jurisdictional validity of the settlement agreement because of the Court of Appeals' holding that subject matter jurisdiction was lacking for the approximately 400 Subclass B members who, the Court of Appeals held, had failed to file EEOC charges in time.

* * * *

the settlement of a Title VII action cannot allow union seniority to reinstated employees because current employees would necessarily be adversely affected. The union's position is contrary to two Court of Appeals' decisions in this very litigation.

In *ALSSA v. American Airlines*, 490 F. 2d 636, 640 (7th Cir. 1973), *cert. den.*, 416 U.S. 993 (1974), the seniority issue was a crucial consideration in the court's

overturning of the 1971 settlements that involved TWA and American Airlines. In both cases the terminated class members were represented by ALSSA, the then union of current employees, and by the union's counsel. Noting that seniority has a "very important effect" on stewardesses' trip assignments and similar matters, the Court of Appeals said that the stewardesses reemployed pursuant to the settlement "would want seniority to accrue during the period they had been out of the job, but the greater the seniority awarded to them, the larger the number of currently employed stewardesses who would be put to disadvantage." Due to the union's conflicting obligations concerning seniority, the trial court's approval of the settlements was reversed. The Court of Appeals here recognized that the allowance of accrued union seniority in a settlement agreement was an entirely proper consideration despite the disadvantage to current employees.

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 70 C 2071

AIR LINE STEWARDS AND STEWARDESSES ASSOCIATION, ETC., *et al.*,
Plaintiffs,
vs.
TRANS WORLD AIRLINES, INC.,
Defendant.

TRANSCRIPT OF PROCEEDINGS

Before

HON. STANLEY J. ROSZKOWSKI
JUDGE

October 3, 1979

* * * *

[47] THE COURT: Anything further?

MR. JOLLEY: Your Honor, we have two short witnesses, one short witness and one not so short witness.

THE COURT: How short?

MR. JOLLEY: How short is the short one?

THE COURT: Yes.

MR. JOLLEY: I hesitate to call him short. Five minutes, perhaps.

THE COURT: I hope you are not referring to his height.

Why don't we call him before lunch then.

MR. JOLLEY: Mr. Teolis.

THE COURT: Raise your right hand and be sworn, please.

TESTIMONY OF ARTHUR TEOLIS,

called as a witness herein by the intervenor union, having been first duly sworn, was examined and testified as follows:

THE COURT: State your name and spell it for the record, sir.

THE WITNESS: My name is Arthur Teolis, T-e-o-l-i-s.

[48] DIRECT EXAMINATION

BY MR. JOLLEY:

Q Mr. Teolis, do you have any present position with the Independent Federation of Flight Attendants?

A Yes, I do. I am the president.

Q How long have you been the president of that organization?

A Since April 1, 1977.

Q Have you been the only president of the Independent Federation of Flight Attendants since its inception?

A Yes.

Q Are you carried on the TWA seniority list?

A Yes, I am.

Q What classification?

A I was hired as a purser.

Q How long have you been employed by TWA?

A Since March of 1970.

Q Is your position as president of the Independent Federation of Flight Attendants a full-time position?

A Yes, it is.

Q Did you participate in the negotiations of the current collective bargaining agreement between the Independant Federation of Flight Attendants and TWA?

A I did.

Q In what capacity?

[49] A As the spokesman for the negotiating committee.

Q Were you the principal spokesman?

A Yes.

Q Before I go any further, how long has the Independent Federation of Flight Attendants been in existence?

A Since April 1, 1977.

Q Was that the date of its certification by the National Mediation Board as the collective bargaining representative of TWA's flight attendants?

A That's correct.

Q Does the Independent Federation of Flight Attendants represent any other employee groups other than TWA flight attendants?

A No, we do not.

Q Are you familiar with Article 10 of the collective bargaining agreement?

A Yes, I am.

Q Specifically with Article 10-F?

A Yes.

Q Do you need a contract to refer to that?

A No, I don't.

Q Has any representative of TWA at any time and specifically in connection with the settlement of this lawsuit proposed or discussed or negotiated any changes [50] with the Independent Federation of Flight Attendants in the seniority provision of the collective bargaining agreement?

A No, they haven't.

Q Specifically, has there been any request to change Article 10-F on page 82 of the collective bargaining agreement?

A No.

Q Were you or was any representative to your knowledge of IFFA invited to participate or did you partici-

pate in the settlement discussions that led to the proposed settlement in this lawsuit betwen the plaintiff class and Trans World Airlines?

A I did not.

Q Prior to your learning of that settlement, were you or any other representative of the Independent Federation of Flight Attendants given the opportunity by TWA or any other party to have an input or discuss the effects of seniority restoration upon the existing flight attendants under the existing collective bargaining agreement?

A No.

Q Are you familiar with the reaction of present incumbent flight attendants to the proposed restoration of seniority pursuant to this settlement agreement?

MR. HARTUNIAN: Objection, your Honor.

[51] THE COURT: I will allow that to stand, but I don't know how much farther you are going with it. Are you going into hearsay matters?

MR. JOLLEY: I am asking based upon his direct knowledge.

THE COURT: You would almost necessarily have to go into hearsay, wouldn't you?

MR. JOLLEY: Not if he has received them. I don't think it is hearsay unless he attempts to establish the truth of the matters asserted, but I think he can testify as to what he received.

THE COURT: I am going to let him answer.

BY THE WITNESS:

A I have received overwhelming vehement opposition from the people out on the line in forms of letters, direct telephone calls; I have attended meetings where vehement opposition was displayed—petitions with thousands of signatures on them. It is probably the most volatile subject that I can remember since I have been with TWA.

MR. HARTUNIAN: I move that all of that be stricken, your Honor, as that for which the hearsay rule was designed. I think it is hearsay.

MR. JOLLEY: Your Honor, I believe it is not hearsay. He can testify as to what was said, what he [52] has been told, and he can do so if he is not attempting to establish the truth of the matter asserted therein.

Your Honor, involved in this lawsuit, involved in this stage of these proceedings, is an unknown, previously untreaded water. What the burden is in this lawsuit is unknown, much less who has the burden. But assuming we are talking about serious adverse impacts, what does serious impacts include?

No court has given us any guidelines as to what is and what is not serious and unusual adverse impact. I think that the morale factor, the opposition of a predominantly female work force to a settlement provision that incorporates return of people who have been victimized allegedly by sex discrimination, I believe, is relevant. It could well be reviewed by this court or any reviewing court because it is still unknown waters that we are treading.

I ask that it stand, your Honor.

THE COURT: I am going to allow it to stand, but not for the purpose of establishing proof of the matter.

MR. JOLLEY: I have no other questions of this witness.

THE COURT: Cross?

[53] CROSS EXAMINATION

BY MR. HARTUNIAN:

Q Mr. Teolis, being familiar with the labor agreement, I wonder if you could answer this question for us: With respect to furloughs, furloughs occur at particular bases, don't they? They don't necessarily occur systemwide?

A That's true.

Q So that a furlough might be applied to Boston International or New York Domestic or Chicago Domestic without affecting any other base, is that right?

A There are sometimes furloughs that involve more than one domicile simultaneously.

Q My question is does a furlough necessarily have to be system-wide or may it be at one or another base?

A It can be one or another base.

Q Then I take it that a furlough occurs at a base where there is a surplus?

A Surplus as TWA sees it.

Q Yes. A surplus is defined, isn't it, in terms of whether TWA considers there to be a surplus?

A Yes.

Q So if the management of TWA decides that there are more cabin attendants or flight attendants at a particular base, then that means that there is a surplus, more than what they want, and that means that there is a surplus as [54] TWA sees it, is that right?

A Yes.

Q On the other hand, there may not be enough, in which case there is a vacancy or there are vacancies, correct?

A As TWA sees it.

Q Yes. And furloughs occur where there are surpluses, not where there are vacancies?

A We have had disputes about that in the past.

Q Well, I am not asking for the terms of disputes, but is it not correct that a furlough occurs where there is a surplus, not where there is a vacancy?

A Generally, yes.

MR. HARTUNIAN: I have no further questions.

THE COURT: Anything further?

MR. FORDE: I have one or two questions.

CROSS EXAMINATION

BY MR. FORDE:

Q Mr. Teolis, have any of the phone calls or any of the petitions that you have received from your union members distinguished between Subclass A and Subclass B?

A I don't know whether they were able to distinguish or not. They didn't tell me what class they were in.

Q Do you know what impact they would have on the seniority system if twenty or thirty returning mothers [55] from Subclass A joined the ranks of 7,000 TWA stewardesses?

A I don't know.

Q It would be minimal at best, would it not?

A I wouldn't be able to say.

MR. FORDE: That's all.

REDIRECT EXAMINATION

BY MR. JOLLEY:

Q Mr. Teolis, does TWA have to answer to anyone, including IFFA or its individually employed flight attendants, as to why it declares a furlough?

A No, it doesn't.

MR. JOLLEY: I have no other questions of this witness.

THE COURT: You may step down.

(Witness excused.)

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[TESTIMONY OF VICTORIA LEE FRANKOVICH]

[63] VICTORIA LEE FRANKOVICH,

called as a witness herein by the intervenor union, having been first duly sworn, was examined and testified as follows:

THE COURT: State your name and spell it for the record.

THE WITNESS: Victoria Lee Frankovich, F-r-a-n-k-o-v-i-c-h.

DIRECT EXAMINATION

BY MR. JOLLEY:

Q By whom are you employed?

A Trans World Airlines.

Q How long have you been employed by TWA?

A Since March 27, 1969.

Q What is your job classification with the company?

A Domestic service manager, based in Los Angeles, Domestic.

Q Do you hold a position in the Independent Federation of Flight Attendants?

A Yes, I do. I am the vice-president.

Q Is that a full-time position?

A Yes, it is.

Q How long have you been the vice-president of the Independent Federation of Flight Attendants?

A Since the certification of IFFA, which was [64] April of 1977.

Q Like Mr. Teolis, are you a member of the union's negotiating committee that negotiated these current collective bargaining agreements between IFFA and TWA?

A Yes, I am.

Q Vickie, what is your company seniority on TWA's record?

A My company seniority date is March 27, 1969.

Q Do you have any other seniority date maintained by TWA?

A I have an on-line date, which is the date I left training as a flight attendant and went to my first domicile, which is May 9, 1969.

Q In addition to company seniority, which is your date of hire, and your on-line seniority when you left training, does TWA maintain other seniority dates, other types of seniority dates for flight attendants in its employ?

A Yes, they do.

Q What are those?

A They maintain a vacation seniority date, they maintain a pay seniority date and they maintain a retirement seniority date.

Q Now, in this settlement agreement and in the American Airlines decision and other court cases, there are various [65] descriptions for a type of seniority.

I want to ask you, are the terms as used at TWA, as the union understands them, dating seniority, on-line seniority, job seniority, union seniority, occupational seniority and competitive seniority, are those synonymous and interchangeable terms?

A Yes, they are.

Q Vickie, I would like to hand you what has been introduced into evidence as Intervenor Union Exhibit 16, which is a list of competitive and noncompetitive seniority provisions of the collective bargaining agreement and the in-flight service manual.

Have you seen this exhibit previously?

A Yes, I have.

MR. JOLLEY: Your Honor, I wonder, I have a number of questions off of that list. Perhaps you might like to have the copy that we have given with the clerk to follow along.

MR. HARTUNIAN: Here.

MR. JOLLEY: Mr. Hartunian has provided you a copy.

BY MR. JOLLEY:

Q Vickie, what I would like to ask you to do is go through this exhibit in sequence as they appear on the exhibit, beginning with item 1:

"First access to rooms in specific overseas hotel"—

[66] and briefly describe what the provision refers to, and how an employee's advantages and disadvantages are affected by his or her relative seniority.

By seniority I am referring to competitive or union or bidding seniority.

A All right. Point 1 on the list is:

"First access to rooms in specific overseas hotels"—

the right-hand column indicates the article and clause from the contract which reflects this first point.

This essentially means when you arrive at a hotel overseas, the order in which you check into your room or which you receive your room will be determined by seniority. The most senior person would receive their room first, and if in fact there was a need to wait for a room, rooms are not ready at the time you arrive, the most junior person would be the person who would wait for a room that would subsequently be available.

Q Does this have applicability only on the international operations or flight attendants that are domiciled in an international domicile?

A There is a specific letter or agreement that refers to international, but similar procedures are utilized on domestics.

Q Next item 2.

[67] A Point 2 is:

"Equipment substitution"—

and several articles are cited from the contract and from the in-flight service manual.

Q What do you mean by—what is meant by "equipment," first of all?

A Equipment refers to the type of aircraft you would be operating on a given trip, and equipment substitution would be a situation where you have one type of an aircraft, usually a larger aircraft, a 747, for example, and you would have been initially assigned to fly, and when you showed up to take your flight due to some problem on the operation—mechanical operation of the equipment or some other difficulty—they have substituted for your piece of equipment a smaller piece of equipment and as a result there are crew members who would ordinarily have been on the larger equipment who will not go on the smaller equipment.

For example, a 747 would have some larger number of flight attendants covering that flight than would a 707. A 707 would have five.

Q What's the minimum and maximum for a 747 flight attendant crew?

A A flight attendant crew is twelve on a 747. The average flight attendant crew on a 707 is five. So when you went from one to the other you would have extra flight [68] attendants who would not be needed on the smaller piece of equipment.

Q Are there also differences in crew numbers between the L1011 and 727 and DC9?

A Yes, there are. So what these provisions allow is in the event of an equipment substitution where a smaller piece of equipment will be operating where a larger piece had originally been scheduled there are pay protections that are provided for those flight attendants who will now be surplus crew members.

Q When you say surplus crew members, what does that mean? What are you referring to?

A I am sorry. I mean people who will—as we only have five positions open on the smaller piece of equipment, you won't have all twelve people operating the smaller piece of equipment—somebody will be sent home.

Q What happens to those sent home?

A The language in these provisions specifically allows that the more senior people will receive pay protection and will not operate the flight. The more junior people will stay and operate the flight.

Q So the senior people will go home and get paid?

A They will get paid as though they actually operated the flight.

Q Have you completed your testimony concerning item 2?

[69] A Yes, that's essentially a summary of the —

Q All right, item 3.

A Item 3 is a jump seat authority, access to passenger's seat if arrival of flight attendants are at the same time, and the citation is a contract provision. This is an agreement that just went into our contract during the 1978 round of negotiations.

The jump seat provision is a contractual guarantee that allows flight attendants, if jump seats are not occupied by working flight attendants, that is, the seat that the flight attendant is designated to use is not in use because there are fewer crew members on a given flight than there are flight attendant seats, in that situation flight attendants on personal business may travel free of charge on the vacant jump seat.

Q Do they have to use a pass?

A No, they do not. This provision is essentially first-come, first-serve, which is not a seniority provision. However, if in fact two people arrive simultaneously and there is no way to determine who arrived first and would otherwise be entitled to the seat, it reverts to a seniority question and the more senior of the two people in the dispute would in fact have the advantage of taking the seat.

Q On the basis of on-line or bidding seniority?

A Bidding seniority, yes.

[70] Q Item 4.

A Item 4 is an important item for us. It is vacation bidding. It refers to a contractual provision.

This is the bidding you would use to determine in which month of the year your vacation would be. It allows people to determine if they can coordinate their vacations with their family, with their children, with their husband.

You bid in the previous year for vacation that you will be expected to take in the following year. If you are senior enough, you can split and have two vacations instead of one. You can have one over the holidays.

Q Christmas holiday, you mean?

A Christmas holiday, or any other holiday during the course of the year. The more junior people are awarded what's left.

Q Item 5.

A Item 5 is a list of items that all refer to the seniority provisions in the contract, Article X, Furlough, which is the first item, and the others actually refer to similar situations.

This essentially says that those people who will be furloughed out of either their location or their job category or their job altogether will be determined in inverse order of seniority.

[71] The most junior people will be ultimately subjected to the furlough action.

Q By furlough what do you refer to?

A Furlough, as we use it, refers to any downgrading from category, classification, change of status. From international service manager to international purser is a furlough, from international purser to international cabin attendant is a furlough, because those are pay grade differentials. Those are all considered furloughs.

The bottom would be a domestic cabin attendant furloughed out to the street without a job.

Q That's all done on the basis of inverse seniority?

A Of inverse bidding seniority, yes.

Q Meaning what? What do you mean by inverse seniority?

A The most junior people would go to the street before the more senior people.

The other items that I mentioned under number 5 are really similar. Reemployment after furlough is to say that, again, that would be done—the people who would be brought back are brought back in order of seniority. The most senior would be recalled first.

Choice of vacancy is the same idea. If there are options as to where you can go, the more senior people would be given the option rather than the junior people. [72] Q When you talk about where you can go, are you talking classification or location?

A We do not have recall right to location, we only have recall right to classification. So, for example, if I was furloughed out of the Kansas City domicile as a Kansas City domestic cabin attendant and tomorrow morning the company had an opening—

Q You mean furloughed to the street?

A Furloughed to the street without a job—and they had an opening tomorrow in Chicago, I would have to accept the opening in Chicago because I cannot—I don't have the right to wait for an opening in Kansas City. I am recalled to my classification, which in this case was domestic cabin attendant.

Q If you were living—your place of residence was in Kansas City, how would you under the contract—what possibilities are open to you for accepting a domicile position in Chicago?

A I would have to get to Chicago one way or the other. Either I would change my residence, I would move from Kansas City to Chicago at my own expense, or if my home situation did not allow me to move, I had children in school or something that precluded me from leaving the Kansas City area, I would commute from Kansas City to Chicago to the extent that that was possible, and to the extent that that [73] is possible

is determined by the number of passes that I would be allotted, which is also according to my seniority, and the type of flights that I would be able to fly in the Chicago domicile which would allow me more flexibility or less flexibility in terms of the flight schedules.

Q If the number of commutes in that situation exceeded the number of your pass allotment, would the expense of commuting between Kansas City, where you elected to stay, and Chicago, where you were flying out of, be your expense?

A Certainly. Yes.

Item 6 is the next item. That is Displacement.

Q Before you go down there, did you mention preference of assignment to equipment?

A No, I skipped that.

Preference of assignment to equipment is an issue that's mentioned in general terms, which is later reflected in the way you bid for your flight assignments. It is mentioned in the seniority article to the extent that again it just reinforces basic concepts of seniority. Everything will be done in seniority order, including the selection of the type of equipment you would be flying on.

Q What size plane you are flying on?

A Whether you are flying a 747 or 727.

Q The next item, number 6, Displacement.

A Displacement actually refers back to furlough, [74] which we just spoke about. When I am furloughed, I am given several options contractually depending upon what my classification is at the time.

Those options include going to a lower classification in my location, leaving my location, staying within my location, leaving my location changing classification or accepting a furlough to the street. A more explicit example: I am a Los Angeles international flight service manager and I am furloughed tomorrow morning. My option will include displacing to Los Angeles purser, which means I would have to take—

Q That's a lower pay classification?

A That's a lower pay classification. Displacement means I would move in and somebody else would move out. I would move them out by my displacement. They would be displaced by me.

Q On the basis of seniority?

A On the basis of my superior seniority to them.

The next alternative would be for me to leave and go to a different domicile where there is still a service manager opening.

Like instead of staying in Los Angeles, and bumping down to purser, I could go to New York, if there was an opening in New York as a service manager, and protect my pay, but suffer the cost of a move.

[75] Q You have to either commute or relocate?

A Yes, I do.

Q And if you commute, is that at your own expense?

A All the costs are borne by the employee.

Q If you relocate, are travel expenses paid by the company?

A No, they are paid by the employee.

Q Let me go back. In the event that you elect in your example to displace a purser also at Los Angeles International, a junior purser, what is that junior purser's option, the same option?

A His options will be similar to mine, except he—no one can bump up. You can only bump down.

The purser can't bump a service manager. The purser can bump an international flight attendant, domestic service manager, domestic cabin attendant, or can accept the option of being furloughed to the street.

The only difficulty in the reality of our situation is that because there is no recall to location, that option is rarely accepted.

Q Which option?

A The option of furlough is rarely accepted because your recall is to classification which you could ordinarily

have done anyway by just accepting the fact that you had to move or displace to start with.

[76] Q Are you saying if you accept a furlough you may have to go back to some other location around the system other than the one you are presently in?

A Correct. That actually refers back to the example I had earlier.

By accepting a furlough it doesn't solve any of my problems because the next day they can say we have an opening over here. You can't stay out on the street as long as there is an opening in a classification from which you left, regardless of whether or not it was in the location that you left.

Q An opening at another domicile?

A Correct.

Q While you are on domicile, would you explain what a domicile is under the contract?

A A domicile is a station where flight attendants are based—a station where flight attendants operate out of. It has nothing to do with where they live.

Fight attendants live at places far removed from their operating domicile. We have four international domiciles and seven domestic domiciles.

Q Do they receive their—do they bid for flights leaving and returning to that facility?

A That is correct.

Q They receive their supervision at that facility?

[77] A Correct, their mail from the company. They are assigned to that location. They report to work at that location.

Q Go ahead.

A I think that completes item 6.

Item 7 is Recall, which is again furlough-related. That is to say once I am furloughed I have the right of recall, which is the—it says choice of domicile here, but essentially it is only accurate if there are options of domiciles available when I am recalled. If there are no options of domicile available—for example, in my just recently

created example I was the Los Angeles domestic—Los Angeles International service manager who accepted furlough, and I am sitting in Los Angeles. It is not a week later and the company says to me, "We are recalling you to New York International."

I have the option of saying, "Yes, I will go," and transferring to New York International, which is at my own expense, or saying "No, I waive my right to recall," but I have to return to some place or I have just given up my job.

I don't have the right to refuse a recall, but that also is done in seniority order. I failed to mention that. All these things are seniority order options.

If there are two people to be recalled and [78] there is one opening, the more senior person will be recalled to the job before the more junior person will be recalled.

Number 8:

> "Transfer to different base station or job classification."

This is a contractual reference as well as a flight service manual reference, and it deals with something that happens very frequently in our industry, which is the movement of flight attendants from one location to the other.

Q One domicile?

A One domicile to the other.

The company maintains a list of standing bids on file where people put preferences—flight attendants indicate a preference of location to which they would be willing to be assigned in the event that the company creates openings. This list is posted at the beginning of each month or at the end of each month, and whatever time the company decides there are openings either in a classification or in a different location, they will post the openings and take people from that list and move them to another location.

Q Is Intervenor Union Exhibit 23 a copy of the standing transfer of bids on file?

A Yes, it is.

Q If any number of plaintiff class returns with [79] greater seniority than the people who presently have transfer requests on file and an opening—and put their name on a transfer list for a specific domicile, will seniority govern?

A Yes, it will.

Q Will the time of the entry of one's name on that list have anything to do with the filling of a vacancy?

A No, it will not. Seniority is the most important issue in connection with a transfer. When you file the transfer has nothing to do with it.

Q Have you completed item 8?

A Yes, I believe that completes it.

Item 9 is:

> "Employee involuntarily assigned to fill vacancies where no bids are on file."

This is a situation that occurs when there is no one who has completed number 8, which I just mentioned. For example, tomorrow morning the company might decide that they need to put additional pursers in the Boston International domicile and they might look to the list of standing bids on file and find that no one is interested in going to Boston as an international purser. So in order to fill that vacancy they then in inverse order of seniority find the most junior qualified employee in the system—you have to be qualified to be a purser—and will force them to move to cover the [80] vacancy.

Q Again if they move in that situation, would their expenses be paid?

A In an involuntary transfer, yes, you are paid for your move. This is a permanent transfer though, so you would be—you would only be paid if in fact you physically moved to the new location. If you chose to commute and not change your residence you would receive no compensation.

Q Would you then have to commute at your own expense?

A Yes.

Item 10 is:

> "Temporary vacancy when insufficient bids are received"—

which again refers to a contract clause. It is similar to the provision I just mentioned, except in item 10 the vacancy is slated to be temporary.

"Temporary" is defined contractually as less than 90 days—90 days or less is temporary.

In the event the company determines that there is a vacancy of 90 days or less, there is no one who has requested to fill a temporary vacancy—which would be on the same list that we just talked about—the company will involuntarily assign someone to fill the temporary vacancy.

Q On the basis of lowest seniority?

[81] A Lowest seniority.

Q The next item under 11—

A Item 11:

> "International operation of employees to fill temporary vacancies in bases outside the U.S."

This is again a contractual reference. It is a situation where the company has an operation—an overseas station, which they don't operate at the moment, but they used to have in Paris, Rome and Hong Kong, and they are taking people from—flight attendants from the United States to fill those openings.

The first people who are offered the openings are the senior people.

Q It is on the basis of most seniority?

A Most seniority. It is implied that it would be a preferable situation, so the most senior people who are interested would be sent.

Number 12 is:

"Bidding on vacancies existing on the system when returning from leave of absence."

Q Vickie, before you get to item 12, let me ask you a few preliminary questions.

In your capacity as vice-president of the [82] Independent Federation of Flight Attendants, do you play a role in systems scheduling?

A Yes, I do. I am chairman of the systems scheduling committee.

Q As chairman of the systems scheduling committee what do you do on a day-to-day or a monthly basis?

A Well, amongst other things, on a monthly basis the company constructs your bids, which are the lines of time, the flight assignments that flight attendants will be flying for the following months.

Q Give an example and tell how this is done.

A For example, a flight will operate from New York to Los Angeles and the company will take that flight and combine it with a flight that returns—where did I start—New York-Los Angeles-New York—and putting those two flights together with a report time at the beginning, a layover at the conclusion of one leg and a debrief, which is payment at the end of the flight. They have constructed a pairing.

Q A pairing is a trip out and a trip back?

A A pairing is a trip from your domicile, returning to your domicile. It outlines how many hours you will work, what days you will go to work, how many hours you will work that given day, and how many hours you will work in the entire round trip.

[83] Q Are these put together in any way over a span of a month for bid purposes?

A Yes. Once the company has constructed the initial pairing they then put together several pairings and construct what we call a line of time or a sequence, which

tells you on which days you come to work during the month, how many times you come to work during the month, how much overtime you will earn during the month, how many times you will go to the airport.

Q A line of time or a sequence—would it be accurate to describe that as a monthly schedule?

A Yes.

Q Would these change from month to month?

A Every month they change.

Q Do certain sequences or lines of time—can they be changed from one domicile and assigned to a different domicile?

A That happens every month. The company will decide for economic reasons that the operation of a flight that has been operating New York-Los Angeles-New York, at any given month because of equipment connections or because of the increase in hotel cost or some other financial consideration, instead of having that pairing assigned to the New York domicile, where it may have been for several months, they would reassign that to some other domicile.

[84] In this particular case it would most likely be the Los Angeles domicile. That happens frequently.

Q In your first instance I thought you said it was assigned to Los Angeles domicile.

A Maybe I am confusing my example. If I am going from New York-Los Angeles-New York, that would have been initially assigned to New York. The way they make that assignment to Los Angeles, they just start the trip out differently: You go Los Angeles-New York-Los Angeles.

They are still using the same flight.

Q But it would be flown by different flight attendants?

A It will have a different pairing number because you start out on a different one. You are just going the opposite direction.

It would be flown by flight attendants from the opposite coast. That's one of our concerns because it happens so frequently. People see their time floating back and forth. They feel they like they have proprietary rights to some of those flights because it is flipping across the system all the time.

Q How far in advance in the month are these pairings put together by the company?

A The union is allowed to see the pairings. We believe they are put together much in advance of when we are [85] finally allowed to see them.

We are allowed to see them, for example, the month of October, we would have a scheduling meeting the first week of October in which we would review the bids for the month of November.

The flight attendants would then see those bids on the 12th of October, a week later.

Q Are you involved in that scheduling meeting?

A Yes, I am.

Q Do you go over the projected next month scheduling with company representatives at that time?

A Yes, I do.

Q Is this before the sequences are posted for bids?

A Yes, it is before they are posted. They are put together in the condition that they will be then taken to the domiciles and posted, and we make whatever suggestions we might have for repairing or resequencing or some minor adjustment in the scheme of things.

Q Now, after you have met with the company and the lines of time are established, what is the process for getting those lines of time to a domicile for purposes of bid for the following month by flight attendants at that domicile?

What is the bid process and how are the bids awarded? I think that question goes to item 12.

[86] A The company has a computer center in Kansas City and the bids are all essentially done by computer-

ization. There is a good deal of manual input, but what essentially happens is that their computer system produces the bids that will then be sent to all of the domiciles that I previously mentioned, the eleven domestic domiciles and the four international domiciles.

Prior to the meeting that I attend with other representatives from the union scheduling committee, the company dispatches these computer runs to the domicile location so the domicile management has the new computer run in its possession at the time we have the meeting.

They then make any alterations that they agree to make to those computer runs. The domicile stations each individually send them to a printer, bring them back and distribute them in the mail boxes of the flight attendants. At each location flight attendants have mail boxes. That's where the company communicates with them.

The flight attendants then between the 12th of the month domestically and the 20th of the month, and internationally it is from the 10th to the 18th or the 10th to the 20th—it depends upon the location—flight attendants have an option to go in and look at what's available and select what they would like to fly.

They do this in seniority order. The most [87] senior people select the flights obviously first to the more junior people. They have the better preference of operating times and departure times and amounts of overtime, any other thing that might go into the selection of a flight schedule.

Q Is there a difference between the number of days of flying per month that a line of time would cause to be worked, in other words, might one line of time cause you to work twenty days a month and another line of time cause you to work nine days a month in order to get your required number of hours in?

A The current dispersion is exactly what you mentioned. For the month of October I think the least num-

ber of days that you can operate in order to fulfill your month is eight and the most is twenty-one.

Q Twenty-one days per month to get your hours in and the people bid this?

A Yes, they do.

Q Is this one of the factors they bid on the basis of seniority?

A Yes, it is.

Q What other factors might be involved on the basis of seniority for bidding a flight schedule?

A Someone might want to work a flight that is a turnaround, which is out and back, which means you don't lay [88] over. You just go to where you are going and you come back.

Some people prefer to work during the week and not the weekends.

Some people prefer to work during the day and not at night.

Some people might prefer to work one leg, which is, for example, like from Los Angeles to New York, a five-hour leg, instead of working three or four little-bitty legs to accumulate the same amount of time.

Some people might prefer to work different types of equipment, some people rather work 727 equipment than 747 equipment.

Q Do flight attendants bid on the basis of destination?

A Yes, some people—

Q Both international and domestic?

A Some people have relatives in different locations that they go to visit, or obligations that they want to meet in different cities, or just places that they have preference for visiting. So all these things—anything you can probably conceive of that makes one pairing or one sequence different from another might make it desirable to one person and undesirable to someone else.

Some sequences will allow you not to have to work on holidays. Of course, when you get into the month of December that makes that a highly preferable sequence

because we are not paid additional money for working on holidays. [89] So there is no reason for anyone to volunteer to work on holidays.

Q Do flight attendants bid for monthly sequences on the basis of how much money is going to be generated by this sequence as opposed to a different sequence?

A Yes, many people do.

Q Are there in fact differences between the pay yield between one sequence and another?

A Yes. The company's base guarantee without any overtime is 65 hours. There are some sequences which yield 65 hours. Some yield a little less, 64, not much less because they will pay you that amount whether you work or not.

On the opposite end, you have international lines of time that might yield 100 hours. Every hour from 65 to 100 is an hour of overtime. So people who are interested in generating overtime would obviously bid the sequence with 100 hours rather than the sequence with 65 hours.

Q Again bidding on the basis of seniority?

A All on the basis of seniority.

Q Have you completed that?

A Yes.

Q I think that really was probably number 13.

A Yes, it is. You are right.

[90] Q Your testimony really just went to item 13?

A O.K. We would have skipped number 12. Number 12 was:

> "Bidding on vacancies existing on the system and returning from a leave of absence."

That would deal with the question of when you have been on some type of leave—the normal provision would be that you come back to your domicile and fill the vacancy that you left.

If when you return there is no vacancy, this provision allows that you can displace someone who is junior to

you. In other words, you would move someone out of your spot and then they—

Q At another domicile?

A At your domicile. You go back in where you came. If there are too many people there, you replace or displace the person who is the most junior now at your location.

Q What happens in that situation to a person who is most junior at that domicile?

A Depending upon their relative seniority they would either go to another location or go to the street, depending upon the situation at the domicile.

Q If they went to another location, whose expense would that be?

A That would be theirs. What we were just speaking [91] about is really number 13, which is—

"Bidding for monthly flight assignments".

This is one of the most important aspects of the seniority because it controls your everyday affairs. It controls when you go to work, how many hours you work, what your destinations are, how many days you work in a month, how much overtime you have.

Q Does it control where you go to work?

A Where you go to work, certainly, all that.

The other things that are mentioned on this list are open time lines, reserve call on periods and reserve spreads. One distinction which I haven't mentioned is the distinction between a bid holder and a reserve. At the beginning of each month when the company provides us with these lines of time, the lines of time incorporate all of the flight time that the company anticipates that they will fly for the following month. They then create—those flights—

Q Is that the sequences that are posted for bid?

A Yes.

Q The anticipated time?

A Yes, all the time that they know they will be flying for the following month. When they actually award the

bids, the bids go to the domiciles, the flight attendants bid on the flights that have been posted. Those people who [92] are senior enough hold a bid. There are then some number of people, usually at least 15 per cent of the overall head count in any given location, will not hold a bid. They will instead be a reserve force who will not know in advance what their assignments will be. They will be used to cover unanticipated flight time, for example, charters that finalized after the posting of the original bids or unavailability of flight attendants during the month for sick leave or some other reason that made them unable to cover their flight.

Again, that is a seniority situation. A person who is a senior could hold a bid where the person who is a junior would be left without the bid and would be a reserve.

Q A reserve does not have a schedule?

A No, they do not.

Q A reserve does not know in advance what schedule he or she is going to fly?

A No, the only thing they have—the one thing that is mentioned here, which we newly negotiated in '78, is the ability to call in to talk to the company to say, "What flight are you going to put me on as a reserve?"

You call in either in the morning or at night.

That is also generated by your seniority. The more senior reserve might elect to receive a night- [93] time call in, which means if they call in at midnight they will be assigned flights leaving the following day. So they will be flying daytime flights. Whereas the more junior reserve would receive the daytime call in, which would mean oftentimes they would be flying at night.

Q Are there reserves, reserve flight attendants who would have to report for a flight on short notice?

A Yes, there are. There are reserves who are on standby. Immediate notice is as short as it can be.

You can live up to two hours away from the airport, but the company has the ability to call you and in fact

it is mandated by circumstances. If a flight attendant fails to show up for departure and she fails to show up or he fails to show up at such time to allow the company an hour and fifteen minutes worth of notification, the fact that you live two hours away from the airport doesn't stop them from calling you and saying, "We now have an opening on this flight, make an attempt to get here."

The person who would be in that position would be a standby reserve who would be waiting for that type of call and would make an effort to cover the opening.

Q In previous testimony you testified that in certain furlough situations a junior flight attendant could transfer to another domicile to avoid furlough.

A You are talking about displacement?

[94] Q Yes. One of the options open, you testified to, to such a flight attendant, would be to either—

A I wish you wouldn't use the word transfer. It is a confusing term. Tranfer is a voluntary situation. Displacement is an involuntary situation.

Q Thank you. The flight attendant is displaced to another domicile, he has the option of commuting or moving. Could a flight attendant who is going to be junior enough to be on reserve from a practical standpoint commute?

A Well, the difficulties are inherent in the definition of reserve. A reserve, by virtue of not having an assigned flight, must be available for immediate call when they are placed on standby.

You are subject to being placed on standby on a rotational basis with the other reserves in your domicile. There is no way to tell which point you might be on standby and be forced to be immediately available.

So there are some difficulties in getting yourself back and forth, depending upon where you are located.

Q Have you completed your testimony on number 13?

A Yes, I believe so.

Number 14—

Q The second page, this is still continuing on—Competitive Seniority.

A Yes. These are all competitive seniority items.

[95] Number 14 is:

"Bidding working positions on the airplane."

This is not a contractual item. This is a service manual reference.

When I show up in the morning to work my flight and there are five people there who are all going to go on this flight, the determination as to who will work which position, who will work in the galley and who will work in the aisle, will be decided by the seniority of the people who are there.

Q Item 15.

A 15 is:

"Promotion to higher paying classification, pursuit of service managers"—

that is exactly what it says. The ability to transfer or be promoted from, for example, a domestic cabin attendant position to a domestic service manager position, which is a higher paying category, would be determined by your relative seniority and the seniority of those people with a request on file to fill the same position.

Q Would that also be true in international?

A Yes. It is true in every category upgrade.

Q That's on the basis of highest bidding seniority?

A Yes, it is. The only distinction is in the [96] service manager and purser position, where there is an additional qualification of a language qualification, within qualified people the ability to obtain the job position is determined by your seniority.

Q You mean by that a language—a two-foreign language qualified individual would take precedence regardless of seniority?

A For example, I am not two-language qualified. If I could obtain a two-language qualification and I am

senior, then I would get the job. If I cannot qualify, then I would not get the job unless I am pre-1959 because we have a specific agreement to cover people when there wasn't previously a language qualification.

Q Item 16.

A Item 16 is:

> "Priority for access or upgrade to first class when dead-heading on a Class B positive space pass."

That is not a contractual item. It is a flight service manual reference, and it is exactly what it says.

Class B pass—Class B positive space pass, first off, is the classification the company gives you to travel on when you are traveling from your domicile to a location to protect a flight or in the reverse, you have just protected a flight and you are returning home afterwards. [97] That is a dead-heading status, you are not working. You are just going some place.

Q But not for your own pleasure?

A No, not on personal business, on company business, to protect an operation—to protect a flight. A Class B positive space pass provides you will not be removed from that flight, you are a must-ride on the flight for which your reservation is made for purposes of dead-heading.

That is important because if you are not a must-ride, you often won't get on the flight, and the flight you were going to protect would be unprotected. It would be minus you.

A The only aspect of this that is dependent upon bidding seniority is that the reservations on a Class B pass are all in coach. So if I were to show up, I would be put in coach unless there were seats available in first class, and a determination as to who out of the group of us who are dead-heading on the flight would be upgraded from coach to first class will be dependent upon our bidding seniority.

Q Now, I think that completes the noncompetitive portion—I am sorry, strike that.

That completes the competitive portion of Intervenor Union Exhibit 16.

There are four more designations under the [98] general heading of Noncompetitive Seniority. Would you briefly testify what those are and how they are determined, as opposed to bidding seniority?

A Pay scale progression is what I referred to earlier as pay seniority. Pay scale progression is determined by the time when you begin your job as a flight attendant, when you leave the training center. It is adjusted for leaves of absence. At one time it was adjusted for furloughs. It deals with how you are paid as a flight attendant. That's seniority separate from other seniority. It is not competitive. How I am paid—I don't have to compete with someone for my pay scale.

Q Regardless of how many people have been working longer than you—

A They will get a higher rate of pay—

Q —but you still get your ten years or fifteen years?

A Correct.

Q Pass allotment—my pass allotment is generated by company seniority. Company seniority accrues from your date of company hire. This is particularly relevant for people who have been in a job classification with the company prior to starting as a flight attendant.

For example, someone could have been a ground agent with TWA and therefore have company seniority prior to [99] starting as a flight attendant.

For example, someone could have been a ground agent with TWA and therefore have company seniority prior to their starting as a flight attendant. That controls what the pass allotment system—when you go from limited passes to unlimited passes, when you go into a term pass, and those things cost different amounts of money, provide you more freedom of travel.

Q You are right, your passes do not depend upon any other person's rights to passes?

A Absolutely not.

Q Next.

A Vacation Days. This is as distinguished from the previous vacation bidding that we mentioned earlier because vacation days is a seniority classification of and to itself. It accrues from the date of hire, and it will govern whether or not you will receive 23 days this year or whether or not your seniority will generate 30 days this year, not which months you will get, but how many days you will be entitled to at the the outset. That's noncompetitive.

Q Next.

A Retirement Benefits are also noncompetitive. Retirement benefits idealy accrue from your date of hire with the company, but the rules state that your retirement service will be determined by years of service with the company. [100] So it is reduced by time spent in a non-pay category, classification such as furlough, such as leaves of absence.

So the dates are—it really does not reflect the fact that you were hired in 1948 and have worked until now, because that date keeps moving up every time you are in a non-pay category.

So that date would be potentially different from several of the other dates that have been mentioned here.

Q It may not show my actual date?

A No, it in all likelihood will not.

Q If I was hired January 1, 1948—really and truly hired January 1, 1948—and had a layoff or furlough or period of disability of nine months, what would that date show as my hire date?

A It would be nine months later than your original date of hire.

Q October 1 or September 1 of 1940, or whatever the date was?

A Right.

Q Is the on-line date, the bidding seniority date to which you testified at length, subject to adjustment? Have flight attendants competitive bidding seniority date been adjusted for some reason or another?

A It is no longer subject to adjustment, but that [101] is a very recent change in the agreement. In fact, in the very recent past you were subject to adjustment. Until 1973 people who went on leave of absence were subject to bidding seniority adjustment if their leave was longer than a certain duration.

Q Does their seniority today in 1979 still reflect those adjustments that were made?

A Yes, it does. Many of the provisions have changed over the course of years, but the adjustments that have been made have remained and they have only been perspective changes.

So, you know, people from this date on don't suffer that consequence, but people in the past have all sorts of adjustments.

Q What other incidents or occurrences have resulted in adjustments of bidding seniority of present on-line flight attendants?

A Leaves of absence. That includes maternity leaves, medical leaves, personal leaves, educational leaves, every leave but industrial injury, which was not adjusted for.

I think also at one time furloughs caused an adjustment.

Strike, we were adjusted 43 days for the 1973 strike on our bidding seniority.

Q Is that still reflected on the seniority records?

[102] A Yes, it is. It causes a reduction. That also affected the vacation seniority which was changed. It affected your pay seniority. It affected your bidding seniority. It did not affect your retirement seniority, only because it was too cumbersome for the company to bother with, so they didn't change that.

Q Vickie, if any given number of members of the plaintiff class, any number returned to any domicile, five returning class members, ten returning class members, twenty returning class members, to any given domicile, what effect would this have if any in general on the seniority-related advantages or disadvantages of on-line flight attendants under the contract?

A Regardless of the number of people who return, any person who returns with seniority that is higher than any one person in a domicile will cause an effect on the person who is junior to the person who has newly entered the domicile, obviously affecting the rights of bidding on all the things we have just been discussing: when you receive your vacation, when you go to work, how many hours you work, how much overtime you work, whether you can obtain your weekends off.

The things you work into your lifestyle that you come to expect by virtue of what your bidding seniority allows you to buy in your work situation is altered. If you [103] are no longer able to obtain that same—the same things that you previously were able to obtain, if somebody comes in and diminishes your ability to bid and obtain the same days off or the vacations or in a furough situation, causes you to be furloughed where you wouldn't have been furloughed before, those are adverse effects that could be suffered by the addition of someone with additional seniority into any given location.

Q Are you domiciled at Los Angeles Domestic?

A Yes, I am.

Q Are you familiar with both Los Angeles-Domestic and Los Angeles-International domiciles?

A Yes, I am.

Q You talked about bidding monthly lines of time. You talked about schedule holders as opposed to reserves. How many years does a flight attendant have to be employed as a flight attendant in Los Angeles

International before he or she gets sufficient seniority to bid for and hold a schedule of flight time?

A In Los Angeles International the current most junior person holding a bid line is 1966.

A So people below 1966 seniority are still in reserves?

A Are on reserves. They are not holding bids.

Q Do you know what the average seniority, bidding [104] seniority is of present flight attendants?

A On the system?

Q Yes.

A Our most recent analysis yielded an average seniority of nine years. That's bidding seniority.

Q If a returning class member having an average seniority of fourteen or fifteen years returned to Los Angeles, what's the effect on Los Angeles International?

A Of course, depending upon how many people return and how the company absorbs those people and what they do, all those things are totally speculation at this point. Obviously, if the average seniority on the system is nine years and a junior bid holder in Los Angeles International is thirteen years, people whose average seniority is more than thirteen years, who enter a domicile, you are likely to have a greater number of people who are not going to become bid holders.

Their expectations of becoming bid holders obviously have to be changed by virtue of people who now have entered at a higher level of seniority than they are.

Q What would happen to those people who are presently bid holders with 1966 or 1967—1966 or 1965 seniority?

A If the company doesn't expand the number of bids that are offered in that domicile, which is very unlikely in this example because there is only one flight in that [105] domicile, someone will—

Q What do you mean by that, there is only one flight in that domicile?

A Los Angeles International operates primarily the polar flight from Los Angeles to London and from Lon-

don to Los Angeles. They occasionally receive other flight segments where they might go from London to Paris, which is a very short flight segment that's not worth a lot of time.

The primary reason for that operation is to cover the polar operation. There is only one flight. There isn't a lot of variety that you can—

Q Only one flight?

A One flight per day, which operates daily. So unless the company compensates by putting additional flight time into that location, those people would be furloughed, would not have expectations of holding flights. There isn't any reason to assume that that would happen. It depends upon how the company reacted to this situation.

Q If persons presently holding flights have less seniority than returning class members, what would happen?

A They would probably not be holding the flight, they would be absorbed into the reserve pool.

The company can't create bids that are not there. They can create additional reserves that are not there by just absorbing people if they elect to do that, but [106] they can't create bids that are not there.

Q Would flight attendants with as much seniority as you just testified about at Los Angeles International, thirteen years to hold a line of time—would flight attendants with that much seniority be similarly affected at other domiciles or would the impact be less?

A Well, the impact would not be different. It would just hit a different seniority of person.

Q It would hit a lower seniority?

A Yes. The Los Angeles International location is one of the most senior locations in the system, so the impact is—harms more senior people at that location.

In any location where you have senior people entering the location, there will be an impact, but it may well be impacting people with lesser seniority.

In Los Angeles Domestic, I believe the latest statistics show that the most junior bid holder is 1972 seniority,

so there the impact would be on a lesser group. You are holding a line with nine years of seniority—excuse me, seven years of seniority—where as in Los Angeles International you are on reserve until thirteen years. So the impact would be the same. It would just affect a different seniority of person.

Q Even in Los Angeles Domestic, if returning members of the plaintiff class have more seniority than people holding [107] a line with seven or eight years, what would be the impact upon those people holding a line with seven or eight years?

A If the people—if the company does not respond by creating flight time that is currently not there, those people will be on reserve.

People who are now holding line will be on reserve. There will be no alternative—or they can displace them out of the location and put them some place else.

Q What about the junior reserves when the people holding the line come into reserves?

A They will presumably be furloughed.

MR. FORDE: Your Honor, I object to some of the speculation.

Do you have any other questions?

MR. JOLLEY: Your Honor, I have no other questions.

THE COURT: Cross examination.

MR. HARTUNIAN: I have just a few questions.

CROSS EXAMINATION

BY MR. HARTUNIAN:

Q As I understand your testimony, people bid for lines of time or these sequential postings based on whether they might prefer greater hours or lesser hours, as one example, is that right?

[108] A Yes, that's true.

Q One person may want a lot of hours and bid for a sequence which affords a lot of hours, right?

A That's true.

Q But similarly, someone else might not want a lot of hours and would bid for those sequences which have less?

A True.

Q Some people might want to bid the lowest number of hours possible per month? They would scan that list looking for the briefest schedule, if I am using the word that's appropriate, is that right?

A That's true.

Q It depends upon your druthers. Some people like one thing and some people like another?

A That's true. There are tendencies, of course. You can outline which things tend to be senior and which things do not, but certainly—

Q You have answered the question.

Similarly, some people might prefer turnaround flights and bid for those sequences which involve turnaround flights?

A True.

Q But similarly, other people might want a layover somewhere else, or layovers during the month, is that right?

A That's true. You can see that the most senior [109] people tend to prefer the layover—the non-layover situation.

Q If you can answer the question Yes or No, it might speed this thing along.

Some people would prefer a 747 so they would bid that sequence because of the attraction of equipment for whatever reason?

A That's true.

Q Similarly, somebody might not want a 747. They might want a 707 or a 727. Again, it is a matter of bidding your druthers?

A Because your seniority allows you to do so, yes.

Q Is that right, Ms. Frankovich?

MR. JOLLEY: I think she is entitled to explain her answer. I don't know that there is any rule that says he can shut her off when she is giving her answer.

MR. HARTUNIAN: Nobody is being shut off. If Mr. Jolley thinks there is some explanation, he is going to have his opportunity to do so.

If a question can simply be answered Yes or No, I think that's adequate.

THE COURT: Yes. Try to answer the question as simply as you can.

THE WITNESS: Thank you.

BY MR. HARTUNIAN:

[110] Q Some people might prefer day flights and others might prefer night flights, right?

A True.

Q Some people might prefer and bid for weekdays while others would just as soon bid weekends and have the minimum number of weekdays?

A True.

Q Now, you have talked about reserve and what it means to be on reserve. I take it that's the less desirable of the various kinds of classifications that you might fall into at any one place or another?

A It tends to be if you look at the seniority of the people who are on reserve, yes.

Q Isn't it a fact that some people prefer reserves and bid reserves?

A There are some people, but the statistics would show—

Q Is that right? There are some people who prefer reserves and for it?

A Yes, there are.

Q I believe you testified that upon the return of any class member, one or more, to any base, that will have

some impact on everyone who is junior to her at that base, right?

A Yes, I believe that is true.

[111] Q Is it your belief, Ms. Frankovich, that—let's take a hypothetical. I will try to be as close—as accurate as I can.

Let's take Boston. Just arbitrarily let's say there are 700 flight attendants or cabin attendants based in Boston Domestic. Is it your belief that with 700 women there, because TWA wants 700, that upon three class members coming back who want Boston, that TWA will put them in and therefore have a surplus of three?

A I have no idea. It would be totally speculation on my part to determine how the company would react to this. We can't get a firm answer from them on how they intend to deal with it.

Q If the firm answer turned out to be that no class member could come back to Boston unless there was a vacancy, that would be important for you to know, wouldn't it?

A It would be important if we were guaranteed that they would not furlough—

Q Ms. Frankovich, would it be important?

A It would be important, yes.

Q Would it be important for you to know if it happens to be the case that in no event will TWA bring a class member back and therefore force somebody out on furlough?

Woud it be important for you to know that [112] no such thing will happen, if that's the case?

A If you are speaking of Mr. Crombie's disposition—

Q Excuse me, Ms. Frankovich, I just want to know one simple thing: I want to know if that would be important for you to know—either it would or it wouldn't.

A If it actually was the truth, yes, it would.

MR. JOLLEY: Your Honor, I am going to object to counsel trying to cut the witness off. We are in an area—

the question is is it important. It cannot be answered Yes or No. It is imperative that the witness be allowed to explain that answer.

THE COURT: Well, I believe you will have an opportunity to do that on redirect. I think you know that.

MR. HARTUNIAN: Would you read the question back, please.

(The pending question was read by the reporter.)

BY THE WITNESS:

A My answer would be Yes.

BY MR. HARTUNIAN:

Q Now, furloughs don't happen at bases where there are vacancies?

A Sometimes they do. That is in fact one of our difficulties.

[113] Q Well, isn't it a fact, Ms. Frankovich, that in order for there to be a furlough there has to be that number of women at a base which exceeds what TWA wants to see at that base?

A Mr. Hartunian, the difficulty in our situation is that that is not the fact.

Q Excuse me, Ms. Frankovich, first let's find out if it is true or not, and then we can get into the whys and wherefores.

Would you like the question read back?

A I think the question is a difficult one to answer without being inaccurate.

Q Let's have it read back so we are sure—

A I am sure of the question. My answer would have to be No.

Q There does not have to be a surplus in TWA's mind in order for there to be a furlough?

A If you care for me not to explain my answer, I will have to say No.

Q I just want to know, is it correct or is it not correct. When TWA furloughs somebody, that means by definition that there are more people at that base than what they want?

A At that given moment in time?

Q Yes. So that being the case, that also means that [114] by definition, at that given moment in time there certainly is no vacancy, right?

A The difficulty is they do these things simultaneously. They issue vacancy notices and furlough notices in the same day, Mr. Hartunian.

Q Ms. Frankovich, I just want to know, is it or is it not true, that by virtue of what you just said in terms of what a furlough means, namely that that means that TWA considers there to be a surplus at that given moment in time—

A That is what it should mean.

Q —that means by definition that at that given moment in time there is no vacancy, is that not correct or is that correct?

A That is what it should mean.

Q Do you know or do you not know whether or not the settlement agreement provides that no class member will be returned to any base unless there is a vacancy? Do you understand that, or do you have some other understanding?

A I am concerned as to the accuracy of that kind of guarantee.

Q Ms. Frankovich, I want to know if your understanding is or is not that no class member will return to a base unless at that given moment in time there is a vacancy.

[115] Do you understand that to be correct, or do you not?

A Mr. Hartunian, the individuals in the corporation who I have spoken to, including Mr. Hank Ward—

MR. HARTUNIAN: Excuse me. May I object for two reasons?

The objection is being not responsive and it is now getting into hearsay.

I think the question is one which can be answered Yes or No, unless I put it badly.

THE COURT: Sustained.

THE WITNESS: Would you repeat the question, please.

MR. HARTUNIAN: Would you read the question back, please.

(The pending question was read by the reporter.)

BY THE WITNESS:

A I believe that is what I read in Mr. Crombie's deposition.

BY MR. HARTUNIAN:

Q Have you read the settlement agreement?

A I have read portions of it. I haven't read the entire settlement agreement, no.

Q Did you read the portion that has to do with [116] when class members will be allowed to return to a base?

A No, I don't believe that I have.

Q Ms. Frankovich, I believe you testified in answer to an example Mr. Jolley put to you about the impact of seniority and other facts relating to the Los Angeles International list, is that right?

A Yes, I believe that I did.

Q You are concerned about what will happen to some of those women at Los Angeles International if some class members come back with a lot of seniority, right?

A Certainly. Any seniority will affect someone.

Q Do you know how many people are on the Los Angeles International list right now?

A I believe the requested list was eight.

Q I mean how many people comprise the Los Angeles International list right now.

A Oh, you mean are currently in the domicile?

Q Well, maybe I am mistaken about the use of words. Domicile includes all of Los Angeles?

A I am sorry, I don't understand. Are you asking how many people are currently domiciled at Los Angeles International?

Q Yes.

A I believe the number is about 168 or so, 161, somewhere in that vicinity.

[117] Q Well, one of the—one of your union exhibits shows 208.

A Well, then that's probably accurate.

Q That's excluding the in-flight service managers. Would that be correct if your exhibit shows 208?

A If that's what our exhibit shows, then it certainly is correct, yes.

Q Now, some of those 208—I don't know how many—but some of them are class members, aren't they?

A I don't have that information. That may be the case.

Q Now, with respect to those class members who are not now employed, in other words, the ones who will be coming back as you use that term or a similar term, do you know how many class members both A and B have requested Los Angeles International as their first choice?

A That's what I mentioned earlier. I understood the number to be eight.

Q Would it surprise you to find out that it is five?

A The number I was told was eight. If you are saying it is five, then I believe you that it is five.

Q I am. I believe eight includes the three who are already working there and they are included in the group that you testified concern you so much.

So we have 208 employed there now and five [118] have asked for—had asked for as their first choice Los Angeles International, right, and there is no assurance

that those five or any of them will be assigned to Los Angeles International, is there?

A I don't know what arrangements the company will make, Mr. Hartunian.

Q You don't know is a good enough answer for me, Ms. Frankovich.

If some of them eventually do become assigned to Los Angeles International, you don't know when that will be, do you?

A Most certainly not.

Q If that were not to happen for, let's say, a year and a half to two years, during that time those 208 women now domiciled at Los Angeles International, they keep building up seniority all during that time?

A Certainly.

Q The class members who are waiting, they don't get any seniority between now and then, do they?

A I suppose it depends upon the decision of this court.

Q That's not correct, but what you are telling us is you dont' know, right?

A I thought that this court would in fact determine whether or not the returning class members would bring [119] accrued and retroactive seniority into the job.

Q I don't want to argue with you and I guess I am not really, but I will just inform you of something concerning this and that is there is no dispute, and that the most seniority the class members can get in this case is that which accrued up to the date of the agreement, which is in August or July.

A I was unaware of that.

Q So you understand that and it will make it easier for you to answer some of these other questions.

Now, I take it that international is in the minds of yourself and most stewardesses something desirable compared to domestic?

A Yes, it is.

Q Do you know how many there are currently employed at New York International, not service managers, just cabin attendants or pursers?

A I believe the number is somewhere around 1500.

Q Do you know how many class members have indicated that they want to return there as their first choice?

A Off the top of my head—I don't have the list with me—I believe your number was somewhere between thirty and fifty.

Q Well, it is 29 out of 1,451, do you know that?

[120] A If you are telling me that, then, yes, I know that.

Q I believe you testified as to what might happen to some woman or man who is kind of junior—juniority is relative, isn't it, as seniority is? It is just the opposite, is that right?

A Yes, that's true.

Q Somebody may be kind of junior or very junior or sort of junior or maybe, as I have seen one term used here, the most senior junior.

With respect to some women at Los Angeles or some place who are on reserve or who have been able to hold a line of time, but they are one of the most junior people able to do that, we are talking about a hypothetical woman who in Los Angeles might have seven or eight years' seniority—

A Los Angeles Domestic?

Q Yes—

A Los Angeles Domestic, yes. The most junior bid holder might be seven or eight years' seniority.

Q That's the worst example in the country, isn't it, Los Angeles?

A On the domestic operation I believe it is almost equal by San Francisco, but it might be a little worse than San Francisco.

[121] Q New York, on the other hand, someone on reserve would probably be someone just recently hired, is that right?

A Probably 1977 or '78.

Q Now, with respect to the hypothetical woman that you posed as having felt some impact from the return of a class member senior to her, that person would then occupy a position after the return of the class members which would be no worse than what would have happened had that class member never been fired in the first place, isn't that right, Ms. Frankovich?

A Presuming that that class member had worked all of these years, yes.

Q Yes. We are presuming that. You understand that—

MR. JOLLEY: Objection, your Honor. We don't presume that.

MR. HARTUNIAN: Yes, I think we can, because the only people entitled to reemployment are those people who would have been ready, willing and able to work all these years up until now.

MR. JOLLEY: As a matter of fact, your Honor, one of the exhibits we offered in evidence, based upon company records, shows when the policy was changed whereby flight attendants who became pregnant and had [122] children were allowed to return back in 1970.

Mr. Crombie testified there was an average seniority at that time of twenty-two months, and in 1971 and 1972 less than half of those able to return did in fact return.

So we definitely do dispute that, your Honor.

MR. HARTUNIAN: We don't need to quarrel about anything, your Honor. The important thing is that nobody who was not ready, willing and able to work yesterday is entitled to reemployment in this case, period—end of argument.

THE COURT: I think that's a fact.

BY MR. HARTUNIAN:

Q So that your qualification is well taken, Ms. Frankovich, so with that in mind, is it not categorically correct that any woman who will be junior to a returning class member will be no more junior and no worse off than if the returning class member had never been illegally fired in the first place?

A And had been in the same location at the same time, right.

Q And all other things, of course.

A Yes.

MR. HARTUNIAN: I have no further questions.

[123] THE COURT: Mr. Forde.

MR. FORDE: I have a few questions, your Honor.

CROSS EXAMINATION

BY MR. FORDE:

Q Ms. Frankovich, have you made any analysis of the impact it might have on any flight attendant by the infusion of twenty-five to thirty returning mothers in Subclass A?

MR. JOLLEY: Your Honor, that assumes a fact that is directly contrary to the position taken by counsel that there is forty-nine returning mothers in Subclass A. It points out the particular problems we have been having in determining who we are talking about.

MR. FORDE: No, the confusion is in your mind. The —there are forty-nine class members or fifty class members in Subclass A.

MR. JOLLEY: Who have returned claim forms.

MR. FORDE: Who have returned claim forms. Not all of them have asked to come back to work, and I used an approximation. I said from twenty-five to thirty.

I think we are dealing with approximations, which is accurate enough when we are talking about approximately 7,000 flight attendants.

[124] BY MR. FORDE:

Q Have you made any analysis?

A I think our analysis has dealt with the group as a whole.

Q You never made any individual analysis as to the impact of Subclass A?

A I don't believe—

Q Whether it would be twenty-five, thirty or fifty.

A I have not directly participated in the analysis. That has been done by our organization, but I believe that in fact it included the entire group.

Q And you know of no individual study with respect to Subclass A?

A No, I do not.

Q Now, when you testified—and I believe you called it speculation, did you not—as to the impact on Los Angeles International in particular? You did use that word speculation, didn't you?

A Well, as I mentioned, any person who comes in with additional seniority has absolute impact on those junior to her, however, the overall impact would have to be speculation because I don't know what the company will actually be doing when people return.

Q When you testified with respect to Los Angeles [125] International in particular, did you consider the fact that no one in Subclass A had requested Los Angeles International?

A No, I did not.

Q Now, there are—with respect to your testimony in general about the benefits of bidding, you said—and I think Mr. Hartunian went into this to some degree—that there are various motives as to why an individual flight attendant might bid a particular route, is that correct?

A That is correct.

Q Some like days, some like nights, some like to stop where they can ski, some like to stop where it is warm in the winter?

A Well, I didn't particularly mention those that you characterize, but while that may be reality, that wasn't what my testimony was.

Q Now, it's true in that basis that someone very senior might select a particular trip that would be considered very undesirable by someone else, is that not correct?

A Yes, but there are obviously trends.

Q But someone might?

A Someone might, certainly.

Q So it is very possible you could bring in a number of new flight attendants and that particular senior flight [126] attendant would not be affected at all because no one wants her route anyway, is that correct?

A If she was totally out of character with the seniority bidding, yes, you are absolutely correct.

MR. FORDE: I have no further questions, your Honor.

THE COURT: Any redirect, Mr. Jolley?

MR. JOLLEY: Yes, your Honor.

REDIRECT EXAMINATION

BY MR. JOLLEY:

Q Vickie, you were asked on cross examination whether it would be important for you to know that TWA would not bring class members back to a domicile and then therefore force somebody out on furlough.

You testified that it would be important for you to know that.

Does that give any assurances that there will in fact be no furlough at any time thereafter, following the return of a class member to a domicile?

A No, that is precisely the problem with which we deal.

The point that I was attempting to make with Mr. Hartunian was the difficulty in our situation—is the company is not reportable to us as to the reason for the furlough or their vacancy notices, and that in fact we have [127] situations which occur with regularity where a vacancy will be filled and a matter of days later the same individual or an individual more junior will be furloughed.

The explanation is Yes, there was a vacancy yesterday and there is not a vacancy today, but those are not acceptable answers. In terms of a guarantee that, Yes, we will not furlough anyone today, to bring someone into this domicile today, that dosen't guarantee that tomorrow they will furlough and call it by some other name, say it is a furlough, because of something else, because we have no way to control the reason.

The reason doesn't change the action.

Q If in fact a given number of returning class members goes to any domicile and for reasons either related or unrelated to that return there is thereafter a furlough, what's the impact upon people that are below the returning class members in point of view of seniority?

A People who would previously not have been subject to furlough will be subject to furlough by virtue of the fact that there are now people in the location who have more seniority than they do.

Q Forgetting completely about the possibility of furlough, all the other adverse impact that you testified about would still remain true as to bidding, vacations, monthly bidding, et cetera? The impact on people junior to [128] returning mothers with more seniority would still be true, is that correct?

A Certainly.

Q Several times you acknowledged that a senior person may in fact bid for a flight that is considered undesirable. You testified that, yes, some people will bid

reserve. They will bid to be on reserve rather than hold a schedule.

You testified those were contrary to trends.

Do you review bidding on a system-wide basis and deal with the company on a monthly basis system-wide on those bidding—on those bidding processes?

A Yes, I do.

Q Are you familiar with the bidding procedures?

A Yes, I am.

Q What are the bidding trends that you testified to?

A Well, we make recommendations on the construction of lines of time and the construction of pairing as a union, based on the premise that there are certain features which are desirable and certain features which are undesirable.

It is undesirable, for example, to work several legs in the middle of the night. That is a feature which we would attempt to diminish to the extent that we could by modifying the bid package.

[129] There might be someone who likes to work several legs at night, but that's not something we would tend to encourage as an organization.

Q Do senior people tend to bid reserve?

A Not with any regularity.

Q Do flight attendants with more seniority tend to bid flights with a higher pay yield, more pay hours involved?

A Yes, they do.

Q Do senior flight attendants tend to bid flight sequences that allow them to get their 75 hours in, for example, in as few days as possible during the month?

A Yes, that's true.

MR. JOLLEY: I have no more questions.

THE COURT: Anything further?

MR. FORDE: Nothing further, your Honor.

THE COURT: You may step down.

(Witness excused.)

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[TESTIMONY OF JOAN CARLSON]

[174] JOAN CARLSON,

called as a witness herein by the plaintiffs, having been first duly sworn, was examined and testified as follows:

THE COURT: State your name and spell it for [175] the record, please.

THE WITNESS: Joan Carlson, C-a-r-l-s-o-n.

DIRECT EXAMINATION

BY MR. FORDE:

Q Spell your first name, please.
A J-o-a-n.
Q Where do you live, Mrs. Carlson?
A I live in Palatine, 329 South Bothwell.

MR. FORDE: You have to talk nice and loud—

THE COURT: I think Mr. Jolley will have a very difficult time hearing you.

THE WITNESS: O.K.

BY MR. FORDE:

Q How old are you, Mrs. Carlson?
A I am thirty-six.
Q Are you married?
A Yes.
Q How long have you been married?
A Fifteen years.
Q Where are you employed at the moment?
A TWA.
Q Are you a flight attendant at TWA?
A Yes, I am.
Q How long have you been an employee of TWA?
A Since 1963.
[176] Q How old were you then in 1963?
A Twenty.

Q Was your first real job with TWA?

A Yes.

Q When you were employed in 1963, in what capacity were you employed?

A As a flight attendant.

Q How long did you serve as a flight attendant?

A Until 1965, when I had—

Q Did you take maternity leave in 1965?

A Yes, I did.

Q When was your child born?

A In November of 1965.

Q After that maternity leave did you return to work at TWA?

A Yes, I did.

Q When did you return to work at TWA?

A In July of 1966.

Q What position did you return to work at TWA at that time?

A At a ground position.

Q Would you have liked to have returned as a flight attendant?

A I certainly would have.

Q What was your ground position?

[177] A I was a slurry board operator, which consisted of the flight board and paging.

Q How long did you hold that job?

A Until 1972.

Q From 1966 until 1972, almost seven years?

A Yes.

Q How did you like that job?

A I hated it.

Q Other than hating the nature of the job, were there any other inconveniences or did it have any other effects upon your life?

A I had to work five days a week, which I didn't have to do as a flight attendant, and—

Q What difference did that make to you?

A It makes a big difference in the time I spend with my family.

Q Anything else?

A Also the pay. There was quite a difference in pay.

Q Was it less or more?

A It was much less. And the hours that I was away from home also made a big difference.

Q You say you worked in that ground position until 1972. What happened in 1972?

A I returned as a flight attendant. When the [178] mothers were reemployed I returned as a flight attendant.

Q When you became reemployed as a flight attendant in 1972, what was your seniority as a flight attendant?

A I had two years' seniority.

Q You mean despite the fact that you were with TWA for almost nine years you only had two years' seniority as a flight attendant?

A Yes, sir.

Q What difference did that seniority make to you at the time when you returned in 1972?

A It made a big difference. It made a difference in the flights that I could hold. I was flying three-day trips at that time.

It made a big difference in holding my vacation with my family in the summer, with my son. It made a big difference in the amount of the number of days that I worked.

Q O.K. I think the import of your testimony is clear, but just to make sure, you said it made a difference with respect to your family, the three-day trips. I assume you mean there was time you couldn't be with your family because of the three-day trips?

A Yes.

Q With respect to the vacations could you plan family vacations?

A There's no way, no. You could not.

[179] Q Were you required to spend holidays away from your family?

A I was, yes.

Q How many years of seniority did you lose as a result of the no-mother policy of TWA?

A I lost seven years.

MR. FORDE: I have no further questions, your Honor.

THE COURT: You may cross.

MR. HARTUNIAN: I have one.

DIRECT EXAMINATION

BY MR. HARTUNIAN:

Q Are you a member of the union now?

A Yes, I am.

MR. HARTUNIAN: Well, your Honor, it is going to be interesting to see Mr. Jolley cross examine his own client. I am not sure if it is ethical.

MR. JOLLEY: Your Honor, I will worry about the ethics of it. There have been many cases from the Supreme Court on down that recognize the fact that inherent in a collective bargaining relationship or seniority questions, which unfortunately cannot satisfy all members of the union, and in arbitration cases, we sometimes are asked to cross examine members of a union who are asked to testify for a company, and I am [180] prepared to cross examine this witness.

I don't think there is going to be anything in the nature of a conflict involved.

THE COURT: You may proceed.

MR. JOLLEY: I really only have one or two questions.

CROSS EXAMINATION

BY MR. JOLLEY:

Q When you became pregnant—strike that.

After you gave birth to your child you returned to employment with TWA on a ground position?

A Yes, I did.

Q Wasn't the—didn't the policy require you to terminate and resign your employment with TWA if you became a mother?

A We could—I asked for and was granted a maternity leave.

Q The no-motherhood policy didn't prevent mothers from coming back on ground jobs?

A It did not prevent mothers from coming back on ground jobs, no.

Q So during that time you continued to accrue company seniority, would that be right?

A I was supposed to, but I did not. That's a whole different ball game.

[181] Q You were supposed to?

A I was supposed to, yes.

MR. JOLLEY: I have no other questions.

MR. FORDE: I have nothing further, your Honor.

THE COURT: You may step down.

(Witness excused.)

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STIPULATION OF FACTS

[Filed in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

STIPULATION OF FACTS

The undersigned parties hereby stipulate to the following undisputed facts, these facts may be received into evidence by the Court as part of the record without the need for further testimony.

1. TWA did not hire males in the cabin attendant classification until sometime after 1970. The only flight attendant classification into which males were hired prior to 1972 was the purser classification. Any male employee appearing on Intervenor-Union Exhibit 1 having the present classification of cabin attendant and having a seniority date prior to 1972 was hired as a purser and, after 1970, changed to the cabin attendant classification. Included among TWA's present flight attendants are some male employees who were hired either as pursers or, after 1972, cabin attendants who, prior to their successful applications for employment were rejected by TWA for employment as cabin attendants for the express reason that TWA did not hire males as cabin attendants.

2. Of TWA's present black flight attendants, two were hired prior toJuly,1964 (the date of enactment of the Civil Rights Act of 1964).

3. Under TWA's "no-motherhood" policy which was in effect until approximately October, 1970, female flight

attendants were not permitted to work if they became mothers.

4. Only the most junior flight attendants at each domicile may be furloughed; in such case, the flight attendant about to be furloughed is permitted to transfer to another domicle where there are flight attendants junior to her, in which case those more junior flight attendants at the new domicile may be furloughed. If the flight attendant chooses to change residence to the new domicile, TWA does not pay the expenses of moving and relocation. If the flight attendant chooses not to move and commute instead, she is entitled only to the number of trip passes per year set forth in Union Exhibit 18, jump seat authority as provided in Article 7(D) of Union Exhibit 14, and reduced fares (of various amounts) on TWA and other carriers.

5. There are presently-employed flight attendants who presently have sufficient bidding seniority to bid and hold monthly flight schedules consisting of eight or nine "turnaround" (no overnight layovers) flight per month and who bid such schedules.

6. The Independent Federation of Flight Attendants is a labor organization, certified on April 1, 1977, by the National Mediation Board as the duly authorized representative of TWA's flight attendants. The Independent Federation of Flight Attendants was thus certified as the result of two contested elections against the prior representative of TWA's flight attendants, Transport Workers Union, Local No. 551. The current collective bargaining agreement (Intervenor-Union Exhibit 14) is the first collective bargaining agreement negotiated by the Independent Federation of Flight Attendants with TWA.

/s/ Aram A. Hartunian
ARAM A. HARTUNIAN, One of the
Attorneys for Sub-Class B

/s/ Kevin M. Forde
KEVIN M. FORD, One of the
Attorneys for Sub-Class A

/s/ Arnold I. Shure
ARNOLD I. SHURE, One of the
Attorneys for Sub-Class B

/s/ Laurence A. Carton
LAURENCE A. CARTON, One of the
Attorneys for Trans World
Airlines, Inc.

/s/ William A. Jolley
WILLIAM A. JOLLEY, One of the
Attorneys for Intervenor-Union

INTERVENOR'S EXHIBIT NO. 6

[Admitted in Proceedings on October 3, 1979]

LIST OF NUMBER OF FLIGHT ATTENDANTS OF EACH TWA DOMICILE

DOMICILE	FEMALES	MALES	TOTAL
BOS-I	206	77	283
BOS-D	255	71	326
JFK-I	1,274	244	1,518
JFK-D	902	186	1,088
LAX-D	763	20	783
LAX-I	201	19	220
SFO-D	639	26	665
MCI-D	487	33	520
STL-D	497	112	609
ORD-D	612	133	745
ORD-I	170	36	206
TOTAL	6,006	957	6,963

INTERVENOR'S EXHIBIT NO. 8

[Admitted in Proceedings on October 3, 1979]

LIST OF NUMBER OF POTENTIAL RETURNING CLASS MEMBERS BY YEAR OF JOB SENIORITY

Year of Job Seniority	Potential Returning Class Members
1949	2
1950	0
1951	0
1952	1
1953	2
1954	0
1955	4
1956	3
1957	6
1958	8
1959	14
1960	30
1961	25
1962	55
1963	54
1964	66
1965	73
1966	56
1967	31
1968	13
1969	9
1970	4

INTERVENOR'S EXHIBIT NO. 9

[Admitted in Proceedings on October 3, 1979]

LIST OF NUMBER OF INCUMBENT FLIGHT ATTENDANTS BY YEAR OF JOB SENIORITY

YEAR	COUNT	YEAR	COUNT
1942	2	1943	0
1944	1	1945	3
1946	9	1947	9
1948	16	1949	9
1950	5	1951	13
1952	13	1953	16
1954	22	1955	28
1956	20	1957	29
1958	18	1959	30
1960	74	1961	58
1962	73	1963	112
1964	135	1965	275
1966	304	1967	314
1968	450	1969	545
1970	747	1971	304
1972	256	1973	415
1974	228	1975	444
1976	354	1977	721
1978	432	1979	546
TOTAL COUNT:	7,030		

INTERVENOR EXHIBIT NO. 14
[Admitted in Proceedings on October 3, 1979]

[TWA-IFFA COLLECTIVE BARGAINING AGREEMENT]

AGREEMENT

between

TRANS WORLD AIRLINES, INC.

and the

FLIGHT ATTENDANTS

in the service of

TRANS WORLD AIRLINES, INC.

as represented by

THE INDEPENDENT FEDERATION OF FLIGHT ATTENDANTS

* * * *

ARTICLE 9

VACATIONS

* * * *

(C) An employee will become eligible for a vacation on January 1 of each year, provided he/she has completed the probationary period of six (6) months with the Company, whichever is less. A schedule of available vacation periods for the succeeding year shall be posted by the Company by October 1 each year; however, the Company may commence the January vacation bid period on January 2 in order to insure flight protection for the preceding day. Employees shall bid and be awarded a vacation period on the basis of their domicile as

of October 1. Preference of periods in which employees shall be permitted to take vacations shall be granted at each station in order of seniority, (including employees on a leave of absence) taking into consideration the requirements of the service. Employees shall file written preferences as to the period(s) for taking vacation, such preferences to be in the hands of the Company by November 15 each year. Vacation assignments shall be posted by the Company on or before December 1 and will remain posted through December 31. When vacation schedules have been established, senior employees will not be permitted to take the vacation period already assigned to junior employees. An employee's scheduled vacation period for the succeeding year shall not be changed because of a change in base station.

* * * *

ARTICLE 10

SENIORITY GENERAL

(A) Seniority shall begin to accrue from the date of employment as a Flight Attendant and shall continue to accrue during such period of employment as a Flight Attendant except as otherwise provided in this Agreement. When Flight Attendants have equal seniority, their relative seniority shall be determined on the basis of their length of employment with the Company, or if the length of their Company employment is equal then their surname shall be listed in order of age as determined by date of birth as shown in the Company's personnel records (the oldest of them being listed first, the next oldest second, etc.). As to those Flight Attendants who are assigned to the line on or after July 1, 1976, if

the length of Company employment is equal as between two Flight Attendants, then their surname shall be listed upon the senority list on the basis of the last four (4) digits of the Flight Attendants' social security number, with the Flight Attendant with the lowest last four (4) digits being deemed the senior.

(B) Seniority shall govern all employees in case of furlough due to reduction in forces, re-employment after furlough, (subject to Article 12(G)) choice of vacancies, and preference of assignment to equipment, provided the employee is deemed sufficiently qualified by the Company for the operation involved, except that the term "sufficiently qualified" as used herein shall be applied the same as it was on July 31, 1969. In addition, qualifications or lack thereof on any equipment will not be used as a basis for denying seniority in cases of bidding or reduction in force. If a Flight Attendant bids and is awarded a line of time on equipment on which such Flight Attendant is not qualified, the provisions of Articles 6-A(F) or 6-B(G) will apply during such training. In the event a senior employee is not considered sufficiently qualified, the Company will, upon request, discuss the matter with the employee and furnish reasons therefor, in writing.

* * * *

ARTICLE 12

REDUCTION IN FORCE AND RECALL

(A) When Flight Attendants are to be furloughed due to a reduction in force at least fifteen (15) days notice of such reduction will be given the Flight Attendant to be laid off except that such notice will not be required in instances wherein a temporary

reduction is occasioned by strikes or other work stoppages, grounding of a substantial number of the Company's aircraft, or other circumstances beyond the Companys' control.

(B) In those instances requiring notification in (A) above, the Company will, prior to giving such notification, post a bulletin in all domiciles indicating the anticipated number of Flight Attendants to be furloughed by domicile and will offer an equivalent number of leaves of absence at those domiciles where the reduction will occur. The actual number and duration of such leaves to be granted at each domicile will be determined by the Company.

When Flight Attendants are furloughed due to a reduction in force the Flight Attendants with the least system seniority in the job classification at the domiciles where the reduction occurs will be given furlough notice as specified in (A) above. At the time of issuing said furlough notice, the Company will post a bulletin in all domiciles containing the following information:

1. Names of those Flight Attendants receiving furlough notices.
2. Locations where vacancies exist by classification.
3. The names, location and classification wherein the least senior Flight Attendants who are subject to displacement are based.

(The information required to be posted in accordance with the provisions of paragraph (B)3 above, will not be required when no further displacements will occur.)

Flight Attendants who have been issued furlough notice shall, within seven (7) days of such notice being issued, send a telegram to the Company speci-

fying their desire to accept the furlough or indicating those locations and classifications into which they will accept a transfer or displacement, in order of their preference. Telegram notifications shall be addressed to the Director, In-Flight Services Budgets And Controls, 605 Third Avenue, New York, New York 10016. Once having indicated their preferences for filling vacancies, displacement or furlough, Flight Attendants will not be permitted to refuse the award of said option. Exercise of displacement rights shall be as specified below and the Flight Attendant may only displace another Flight Attendant with less system seniority at a location specified in the above mentioned bulletin.

(1) When all telegram preferences have been received from Flight Attendants who have been issued furlough notice the Company shall award vacancies or displacement in system seniority order.

(2) Flight Attendants who are furloughed due to a reduction in force or who have been displaced may elect any of the options set forth below for his/her respective classification:

INTERNATIONAL SERVICE MANAGER:

1. Bid any International Service Manager vacancy on the system.
2. Displace the most junior International Service Manager on the system.
3. Displace the most junior Purser at the same domicile.
4. Displace the most junior Purser on the system.
5. Displace the most junior International Cabin Attendant at the same domicile.

6. Displace the most junior International Cabin Attendant on the system.
7. Displace the most junior Domestic Cabin Attendant at the same location.
8. Displace the most junior Domestic Cabin Attendant on the system.
9. Furlough.

DOMESTIC SERVICE MANAGER:

1. Did any Domestic Service Manager vacancy on the system.
2. Displace the most junior Domestic Service Manager on the system.
3. Displace the most junior Domestic Cabin Attendant at the same domicile.
4. Displace the most junior Domestic Cabin Attendant on the system.
5. Furlough.

FLIGHT PURSER:

1. Bid any Purser vacancy on the system.
2. Displace the most junior Purser on the System.
3. Displace the most junior International Cabin Attendant at the same domicile.
4. Displace the most junior International Cabin Attendant on the system.
5. Displace the most junior Domestic Cabin Attendant at the same location.
6. Displace the most junior Domestic Cabin Attendant on the system.
7. Furlough.

INTERNATIONAL CABIN ATTENDANTS:

1. Bid any Cabin Attendant vacancy on the system.
2. Displace the most junior International Cabin Attendant on the system.
3. Displace the most junior Domestic Cabin Attendant at the same location.
4. Displace the most junior Domestic Cabin Attendant on the system.
5. Furlough.

DOMESTIC CABIN ATTENDANTS:

1. Bid any Cabin Attendant vacancy on the system.
2. Displace the most junior Cabin Attendant on the system.
3. Furlough.

(C) Changes in base station as a result of exercising displacement options shall be without expense to the Company but non-positive air transportation on the Company's system shall be furnished to the extent permitted by law and in accordance with Company regulations. Flight Attendants who are displacing will exercise their system seniority in the Flight Attendant position for purposes of vacation, rates of pay, sick leave and bidding provisions of this agreement.

(D) An employee who has been furloughed due to a reduction in force shall file his/her address with the Company's Industrial Relations Department and thereafter shall promptly advise the Company of any change in address.

(E) An employee on furlough shall not be entitled to preference in re-employment and his/her name shall be removed from the seniority list if he/she does not comply with the requirement of paragraph (D) of this Article, or if he/she does not notify the Company in writing or by telegraphing of his/her intention to return to the service within fifteen (15) days of sending notice offering re-employment; or if he/she does not return to the service of the Company on or before the date specified in the notice offering such re-employment.

(F) Employees furloughed due to a reduction in force on return to duty within three (3) years from the furlough date, shall be allowed, for seniority purposes not for purposes of determining future pay rate, all time accrued prior to returning to duty. At the end of three (3) years after the date of furlough, the furlough shall expire and the employee's name shall be removed from the seniority list(s).

(G) Flight Attendants who have been furloughed or displaced or who have displaced into a lower classification will be recalled in seniority order to the classification from which furloughed or displaced prior to the processing of all other bids on file. Furloughed Flight Attendants shall, upon notice of recall, indicate in order of preference those domiciles to which they will accept assignment. Assignments to domiciles will then be made in seniority order from among those Flight Attendants being recalled and those Flight Attendants who have standing bids on file. The priority of recall of the classification(s) will apply only to the first available vacancy offered in the classification(s) to the furloughed or displaced employee.

* * * *

ARTICLE 13

FILLING OF VACANCIES

(A) Flight Attendants who desire to transfer to a difference base station or classifications may file a permanent bid in writing with the Company, stating the station(s) and/or classification(s) (listing them in order of preference, if more than one) to which they desire to transfer. However, employees will not be permitted to transfer until the completion of their probationary period. All bids must be filed with the Director—In-Flight Services, Budgets and Controls, 605 Third Avenue, New York, New York 10016. When vacancies occur in positions expected to last ninety (90) days or longer, the employees having the most system seniority, subject to the provisions of Article 12(G), who are qualified to perform the job and who have bids on file, will be offered an opportunity to transfer and fill the vacancy. Any employee transferring to fill such vacancy shall be available to begin the assignment on the date set by the Company, which shall be not less than seven (7) days from the date notified of the assignment. An employee shall be allowed a reasonable period between the time he/she is relieved of duties and the time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel. Before a bid is accepted for International Operations, a Flight Attendant must show proof of ability to secure a passport within a thirty (30) day period.

(B) If no bids are on file at the time the vacancy occurs, special bids may be requested for filling the vacancy. If no qualified employee expresses a desire to transfer, the vacancy may be filled by as-

signing the most junior qualified employee to the position, or, in the Company's discretion, by hiring a new employee. When special bids are requested, the bulletin will state the numbers of vacancies to be filled, the base station of each vacancy, and a reasonable deadline date after which bids will not be considered, which date will not be less than ten (10) days after the date the bulletin is posted. Bids under this paragraph must be made by telegram addressed to the appropriate Company official named in (A) of this Article.

(C) Employees involuntarily assigned pursuant to paragraph (B) above shall have prior rights to displacement in lieu of the most junior employees at the station where the displacement occurs. Such employee shall have the prerogative of returning to the base station from which the involuntary assignment was made.

* * * *

ARTICLE 18-A

SCHEDULING OF DOMESTIC FLIGHT ATTENDANTS

* * * *

(D)

* * * *

(3) Preparation of Bid Runs

(a) The scheduling of Flight Attendants out of each base station shall be in accordance with seniority and the provisions of the Agreement. Since all situations cannot be covered, any question of interpretation should be brought to the attention of the General Manager, In-Flight Services of the respective base station. If such interpretation is not satisfactory to

the Flight Attendant involved, he/she shall nevertheless follow instructions received from the General Manager, In-Flight Services of the respective base station without prejudice to the Flight Attendant's rights under Article 16 of the Agreement.

(b) In each category at each base station, bid runs shall be posted and bid in accordance with this Article. The minimum number of relief runs anticipated shall be indicated in the bid package. Relief bids will be constructed after completion of initial balancing and shall be construed to be bid runs.

• • • •

(5) Awarding Of Run Selections

(a) Run selections shall be awarded in accordance with seniority and posted. Every effort shall be made to post the run selection awards within forty-eight (48) hours after the time and date of the closing of bid preferences.

Flight Attendants may call Crew Schedule during specified hours for bid results. Those specified hours will be indicated on the cover letter of the bid package.

If the bid results are not posted forty-eight (48) hours prior to the beginning of the new bid period, Flight attendants may call Crew Schedule other than the specified times indicated on the cover letter for results.

At each domicile for each classification, copies of the alphabetical listing of monthly bid awards will be available for use by Flight Attendants.

• • • •

LETTER No. II

* * * *

Vacancies in the Service Manager classifications on International shall be open for bid on a systemwide basis by employees who have served as a Flight Purser for one (1) year or more. Employees presently on the Flight Attendant System Seniority List shall not be retested for language proficiency. Vacancies in the Service Manager classification on the domestic operation shall be opened for bid on a system wide basis by Flight Attendants who have served as a Flight Attendant for three (3) years or more.

Successful bidders to the Service Manager position on International shall be filed by Flight Pursers in accordance with the accrued seniority as Flight Attendants, provided the bidder meets current flight attendant weight and appearance standards. Successful bidders to the Service Manager position on Domestic shall be filled by Flight Attendants in accordance with the accrued Flight Attendant seniority provided the bidder meets current Flight Attendant weight and appearance standards.

* * * *

INTERVENOR'S EXHIBIT NO. 17

[Admitted in Procedings on October 3, 1979]

[CHART OF PAY DIFFERENTIALS]

EFFECTIVE OCTOBER 1, 1979

COMPARISON 75 HOUR PAY YIELD CABIN ATTENDANT

Length of Service	(75) Domestic	(75) International	Difference Per Month	Total Difference in 1 Year
1st 6 months	$1019.20	$1204.00	$184.80	$2217.60
2nd 6 months	1072.20	1261.70	189.50	2274.00
2nd year	1146.30	1340.50	194.20	2330.40
3rd year	1205.20	1439.40	234.20	2810.40
4th year	1391.10	1520.60	129.50	1554.00
5th year	1440.10	1597.10	153.00	1836.00
6th year	1475.90	1640.60	164.70	1976.40
7th year	1531.20	1679.50	148.30	1779.60
8th year	1571.20	1690.10	118.90	1426.80
9th year	1608.90	1733.60	124.70	1496.40
10th year	1641.80	1768.90	127.10	1525.20
11th year	1674.80	1803.00	128.20	1538.40
12th year	1711.20	1845.40	134.20	1610.40

EFFECTIVE OCTOBER 1, 1979

COMPARISON 75 HOUR PAY YIELD DOMESTIC CABIN ATTENDANT *

COMPARISON 85 HOUR PAY YIELD INTERNATIONAL CABIN ATTENDANT **

Length of Service	(75) Domestic	(85) International	Difference Per Month	Total Difference in 1 Year
1st 6 months	$1019.20	$1385.00	$365.80	$4389.60
2nd 6 months	1072.20	1451.40	379.20	4550.40
2nd year	1146.30	1542.00	395.70	4748.40
3rd year	1205.20	1655.80	450.60	5407.20
4th year	1391.10	1749.20	358.10	4297.20
5th year	1444.10	1837.20	393.10	4717.20
6th year	1475.90	1887.20	411.30	4935.60
7th year	1531.20	1932.00	400.80	4809.60
8th year	1571.20	1944.20	373.00	4476.00
9th year	1608.90	1994.20	385.30	4623.60
10th year	1641.80	2034.80	393.00	4716.00
11th year	1674.80	2074.00	399.20	4790.40
12th year	1711.20	2122.80	411.60	4939.20

* Domestic cabin attendant pay yield=75 hours

** International cabin attendant pay yield=85 hours

(as per collective bargaining agreement, page 272)

INTERVENOR'S EXHIBIT NO. 20(a)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF JUDY JENKINS ANDERSON

State of Illinois)
) ss
County of Cook)

Judy Jenkins Anderson, first being duly sworn, on her oath states:

1. I have been flying for Trans World Airlines, Inc. since April 22, 1966. I am presently flying international flights out of Los Angeles.

2. I just recently have been able to hold a line flying international and am at the borderline between scheduleholder and reserve. TWA's schedule of flights out of Los Angeles International for November, 1979, will leave me only four numbers from being excessed out of the domicile at that time. If enough mothers return and come into my domicile, I will definitely be bumped to reserve. This will produce a hardship because when I fly reserve my schedule is much more erratic. This certainly affects my family life.

3. It is also quite possible that I could be bumped out of international flights and then I would be flying domestic. This would drastically affect my income—as much as $400 to $500 a month. Also, I live in San Diego and commute to Los Angeles. If bumped to domestic it will

mean five to seven more flights a month and this means that I have to commute to the airport more often.

4. Another alternative for me if I was bumped out of Los Angeles International would be to continue flying International, which I would prefer to do, by transferring to Chicago International, Boston International, and New York International; but this would cost me a great deal of financial loss in commuting expenses.

/s/ Judy Jenkins Anderson
JUDY JENKINS ANDERSON

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(b)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF SERGIO BACHURETZ

State of Illinois)
) ss
County of Cook)

Sergio Bachuretz, first being duly sworn, on his oath states:

1. I am presently employed by Trans World Airlines, Inc. as a domestic reserve flight attendant assigned to the Los Angeles domicile. I am approximately four (4) from the bottom in seniority at this domicile. I began flying for TWA on or about May 31, 1975.

2. My parents are not originally from this country and can barely speak English. Because of this, I have always had to assist them in managing their affairs, especially in regard to any matters relating to medical or legal problems, banks, insurance companies, and the like. I have always had to be by their side so I could translate for them. On one occasion, Social Security needed to meet with them and wrote to my parents that they should bring their son so I could interpret for them. In addition to this, my parents are in poor health and depend upon me and require my presence to assist them in many situations.

3. In addition, I plan to attend school between September-February, 1979 to complete my education. I have

saved just enough money so that I can take a leave from TWA in order to complete my schooling.

4. If the mothers are returned with competitive seniority, I will in all likelihood be forced to leave the Los Angeles domicile. My forced relocation would prove devastating to my parents. Because of their inability to speak English, they would be left alone and unable to manage their daily affairs. Moreover, I would be forced to leave school because of the increased expenses in relocating.

/s/ Sergio Bachuretz
SERGIO BACHURETZ

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(c)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF MARIA BERGER

Maria Berger, first being duly sworn, on her oath states:

1. I applied for a flight attendant position with TWA in 1969 and 1970, while TWA's no-motherhood policy was in effect. At that time I had a child, who was born in 1963, and I was not hired until 1972.

2. I have been with the Company since June 13, 1972. I presently have enough seniority to fly international. However, if a few people come in with more seniority rights I could easily be bumped to domestic. This could drastically affect my income because I am language qualified, and I get additional money for my international flights. If I am bumped to domestic I could lose approximately $500 a month.

3. I am presently studying both French and Italian so that I can take the language test in each language this Fall. If I pass the test then I will be language qualified for even more international flights and this will increase my income. If I am bumped to domestic all my efforts in studying these languages will be a waste because I will not be able to use them on my job.

4. I need to fly international. I am the sole support for my sixteen year old daughter. I am now preparing to send her to college. I also own my home and my mortgage payments are based upon my anticipated income

flying international. It is conceivable that if bumped, I would not only be flying domestic, but I might have to relocate. I would be forced into selling my home and pulling my daughter out of her high school.

5. I am domiciled in New York International. At the present time, I am holding a schedule but my seniority is right on the borderline between schedule-holder and reserve.

6. If members of the class return to New York International with more seniority than me, there is a likelihood that I will be placed on reserve. This will interfere with my home life and my daughter's life. In addition, I am presently under medical treatment for an industrial back injury and I will not be able to schedule medical treatment if I am on reserve.

/s/ Maria Berger
MARIA BERGER

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 16

[Admitted in Proceedings on October 3, 1979]

COMPETITIVE AND NON-COMPETITIVE SENIORITY PROVISIONS IN COLLECTIVE BARGAINING AGREEMENT AND FLIGHT SERVICE MANUAL

1) First access to rooms at specific overseas hotels	4(B)(1)(b)
2) Equipment Substitutions 6-A(X)(5)(a); 6-A(X)(6)(a) 6-B(U)(5)(a); 6-B(U)(6)(a)	 FSM 04.22.04 C 1.b.(2)(a)
3) Jumpseat Authority—access to pax seat if arrival of F/A's are same time	7(D)
4) Vacation bidding	9(C)
5) -furlough -re-employment after furlough -choice of vacancies -preference of assignment to equipment	10(B); 12(B) 10(B); 12(F) 10(B) 10(B)
6) Displacement	12(B)
7) Recall -choice of domicile when recalled (also includes standing bids on file)	12(G)
8) Transfer to different base station or job classification	13(A) FSM 4.25.02 D6
9) Employees involuntarily assigned to fill vacancies where no bids are on file	13(C)

10) Temporary Vacancies when insufficient bids are received	13(E)	
11) International operation employees to fill temporary vacancies in bases outside U.S.	13(E)	
12) Bidding on vacancy existing on the system when returning from leave of absence	15(D)	
	Domestic	International
13) Bidding for monthly flight assignment -open time lines -reserve call-in periods -reserve spreads	18-A(D) (5) (a) 18-A(D) (5) (j) 18-A(D) (8) (i) 18-A(D) (8) (l) (5)	18-B(D) (5) (a) 18-B(D) (5) (j)
14) Bidding working positions on airplane	FSM 3.05.02 (on line seniority date)	
15) Promotion to higher paying classification (Purser to SM—Letter #2 pg. 250)		
16) Priority for access/upgrade to F/C when DHDing on Class B positive space	FSM 4.25.18 H7	
NON-COMPETITIVE	ARTICLE	
Pay Scale Progression	3	
Pass allotment (term pass, etc.)	7	
Vacation Days	9	
Retirement Benefits	21	

INTERVENOR'S EXHIBIT NO. 20(d)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF LINDA CORDEIRO

State of Illinois)
) ss
County of Cook)

Linda Cordeiro, first being duly sworn, on her oath states:

1. If the returning mothers are granted Union seniority, I will either be back on reserve or I will be out of a job. I began flying on May 11, 1978. I was on reserve and domiciled in Boston. Being on reserve produced a great deal of uncertainty in my life. Because of the haphazard schedule, I moved from Boston to New York so that I could hold a line. Now I realize that I might not even hold the job.

2. I recently graduated from college and I have $10,000 worth of college debts. I am newly married and my husband and I are buying a house on Long Island. We are able to do this because I do have a good job. However, if I am out of work, we might not be able to buy the house and my college debts would have to wait.

/s/ Linda Cordeiro
LINDA CORDEIRO

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(e)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF LAWANDA CURRY

State of Illinois)
) ss
County of Cook)

Lawanda Curry, first being duly sworn, on her oath states:

1. I am presently employed by Trans World Airlines, Inc. as a domestic reserve flight attended assigned to the Los Angeles domicile. As of this date, I am approximately twenty (20) from the bottom in seniority at this domicile. I began flying with TWA on or about November 15, 1974. As a flight attendant, my present income is approximately $1,300 per month.

2. My husband and I are presently looking for a new house in the Los Angeles area. Our ability to be able to afford a new house is based upon our joint incomes.

3. If the returning mothers were reinstated with full competitive seniority there is a very good possibility that I would either be furloughed or displaced from the Los Angeles domicile because of my low seniority. My being furloughed would definitely have a severe impact upon our finances and would definitely preclude our being able to purchase a new home.

4. My being displaced from this domicile and forced to relocate elsewhere within the system would also cause undue hardship. My husband is an engineer with NASA (jet propulsion laboratory) and cannot relocate else-

where in the country. Even if other engineering jobs were available, the nature of his government clearance and the projects upon which he works at this time would preclude his accepting other employment at this time. Unless my husband is prepared to give up his job and change fields, something which we cannot afford to do, my relocation would require our being separated for a long period of time. The necessary costs involved in moving, finding an apartment, setting up "housekeeping" and commuting back to Los Angeles are extremely high. It is doubtful that we would be able to afford these additional expenses at this time.

5. In addition, in September, 1976 I sustained an industrial injury (broken back). I was on medical leave until July, 1977. I am still under my doctor's care in Los Angeles because of the recurrent nature of the injury and possible problems that may develop. If I were forced to relocate elsewhere in the country, I would have to commute to Los Angeles in order to remain under my doctor's care and treatment. This additional expense would also cause a financial hardship.

6. I contribute $100.00 for support each month to my mother. If I am furloughed, I will be unable to continue this support.

7. On September 30, 1979, I was advised by TWA's Los Angeles Crew Coordinator, Dave England, that the number of Los Angeles International flight attendants would be reduced in November and that many of those excess International flight attendants would bump into Los Angeles domestic. These international flight attendands will have more seniority than I and will push me closer to the bottom in Los Angeles domestic. The return of class members into Los Angeles domestic could then well push me out of the domicile altogether.

/s/ Lawanda Curry
LAWANDA CURRY

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(f)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF SHEILA GARTNER

Sheila Gartner, first being duly sworn, on her oath states:

1. I began flying with Trans World Airlines, Inc. on January 20, 1967. The policy that forced termination if a flight attendant became pregnant effected my decision to get married and to have a family. I have now been married for six years and my husband and I want a family. We have been attempting to have children for three years, and the doctor says that my age (I am almost 33) has been a factor in the difficulty I have had in becoming pregnant.

2. My flight schedule has been a factor in my decision to have a family. With more seniority (I am one of the most 20 senior reserves) I am closer to holding a line, which produces predictability in my flight schedule. If I hold a line soon, I will be able to combine family and job. However, if I stay on reserve, which will most certainly happen if the returning mothers are allowed to outbid me, I will have to quit my job when I become pregnant.

3. Also, I now fly international out of Los Angeles. However, if returning mothers come back, I will probably by flying domestic out of Los Angeles because I am only twenty from the botton in seniority on international. This will increase my number of flights a month. This

would be a serious hardship because I live two hours from the airport and increased trips means a lot more work time a month for me. All of this would make it impossible for me to keep my job with TWA and have a family.

/s/ Sheila Gartner
SHEILA GARTNER

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(h)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF BETH JOHNSTONE

State of Illinois)
) ss
County of Cook)

Beth Johnstone, first being duly sworn, on her oath states:

1. I began flying with Trans World Airlines, Inc on December 26, 1978. I am now domiciled in Chicago.

2. I now have two preschool children, but one reason that my husband and I waited as long as we did to have our children was because I wanted to accrue enough seniority to make it feasible to raise a family and continue working.

3. Because of my small children I prefer to fly turnaround flights. Then I can be with my children more days during the month and I do not have to be away nights. However, even with my high seniority number (I am number 65 in Chicago) I cannot always successfully bid for turnarounds. If the few returning mothers have more seniority than I do, I will have to fly two or three day trips.

4. My husband is a policeman and his schedule is quite erratic. If I have to fly more days a month and many of the trips are overnighters, we will have serious child care problems.

/s/ Beth Johnstone
BETH JOHNSTONE

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(i)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF KAREN KNUDSEN

State of Illinois)
) ss
County of Cook)

Karen Knudsen, first being duly sworn, on her oath states:

1. I have been flying with Trans World Airlines, Inc. since November 25, 1966. I am flying international out of Los Angeles, and I am language qualified, which allows me extra pay as long as I am on International.

2. If returning mothers are given Union seniority and some of them are domiciled at Los Angeles international, I will be seriously affected. I would most certainly be bumped from Los Angeles international and since I am inclined to fly international I would attempt to transfer to another domicile. This would mean that I would be at a more junior domicile, probably on the East coast. Since I live in Los Angeles I would be forced to commute to the East coast for my trips. Obviously this would seriously affect the number of hours I must work. However, if I do not attempt to fly international, my salary will be seriously affected.

3. It is possible that if there are enough returning mothers at the other international domiciles, I will not be able to bid international and then I will be bumped

to Los Angeles domestic. This means that I will have to fly 14 to 15 days a month instead of the 9 I fly now. It also means a serious financial loss. My monthly salary will decrease by $400 to $500 a month if I fly domestic and am unable to utilize my language skill.

4. Whether I fly domestic or international out of another domicile, my family life will be affected. My husband and I have a small child and I would like to minimize my flight time. This will be impossible if I am commuting to the East coast to fly international or flying more days from Los Angeles domestic.

5. In November, 1970, Los Angeles International scheduling will require 35 fewer flight attendants than at present. This will place me only two numbers from being excessed or bumped out of the domicile. The return of two or more class members could then force me out of the domicile.

/s/ Karen Knudsen
KAREN KNUDSEN

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(j)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF PAM LLOYD

State of Illinois)
) ss
County of Cook)

Pam Lloyd, first being duly sworn, on her oath states:

1. I began flying with Trans World Airlines, Inc. on June 20, 1970. I am now domiciled in New York and flying domestic. I also am a flight service manager. My duties consist of being a non-supervisory coordinator of cabin attendants on the trips I fly.

2. If the returning mothers are given Union seniority, they will be able to outbid me for my position as flight service manager because this is a bid job.

3. In the past six months, there have been two reductions in the number of Domestic Service Managers in New York. If plaintiff class members return with sufficient seniority to hold Service Manager positions, an excess in these positions could occur, and other Domestic Service Managers and myself could be bumped to cabin attendant positions with resultant loss in pay. For a person with my seniority, the loss of pay would be approximately $300.00 a month, based upon the yield chart in the collective bargaining agreement.

4. I have also a real estate license and I sell real estate on the weekends. Consequently, I need to be able to bid

trips that allow me to have weekends off. It is difficult to hold these lines. With a few more people in the domicile bidding for the more desirable trips, I will have to fly weekends and this will force me to give up my real estate business.

5. I have recently purchased some property and intend to build a home on it. If my income is reduced because I am unable to hold my flight service manager position and because I have to give up my real estate business, I will not be able to build that home in the foreseeable future.

/s/ Pam Lloyd
PAM LLOYD

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20 (k)

[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF CAROLINA MARSHALL

Carolina Marshall, first being duly sworn, on her oath states:

1. I have been a flight attendant with Trans World Airlines, Inc. since February 23, 1978. I was a nurse with the Navy, but I gave up that job because I wanted to fly. When I left the Navy I was earning approximately $24,000 per year.

2. When I was hired by TWA, I was also offered a position with four other airlines. Because it looked like I would be able to fly international if I went with TWA, I refused the jobs that were offered by the other airlines.

3. I am domiciled in Chicago and now am flying international during the summer months and domestic during the winter months. I am five from the bottom in seniority on international, and if any returning mothers come into the domicile and bid for international flights I will most certainly be bumped to domestic during the entire year. I will probably not be able to fly international for three or four years.

4. Not only do I prefer flying international, but it is an economic necessity that I do so. I recently purchased a condominium. If I am unable to fly any international flights my income could be affected by as much as $3,500 a year and I might be forced to give up my condominium.

/s/ Carolina Marshall
CAROLINA MARSHALL

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(l)

[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF BARBARA McWALTER

Barbara McWalter, first being duly sworn, on her oath states:

1. I began flying with Trans World Airlines, Inc. on July 30, 1965. I now have a small child, and my husband and I are considering having a second. If the returning mothers are given union seniority my family life could be seriously affected because many of the returning mothers will have seniority rights superior to mine.

2. Right now I bid for turnaround flights. This makes it possible for me to fly 9 to 11 days a month and each flight is a turnaround; therefore, I am home in the evening with my pre-school child. It is quite difficult to get turnaround flights, and my years of seniority now make it possible for me to fly them. Flight attendants with children actively seek these turnaround flights and seniority determines which of those bidding are awarded these flights. Assuming that returning mothers bid for these flights, I will be flying 14 to 16 days a month and many of those flights would be overnight. Consequently, I could not be home with my daughter. If I go ahead with my plans for a second child and I cannot bid enough turnarounds, I could be forced to request a leave of absence which I may or may not get so that I could be home with the new child during the evening.

/s/ Barbara McWalter
BARBARA McWALTER

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(m)

[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF PAM NAPOLITAN

Pam Napolitan, first being duly sworn, on her oath states:

1. I began flying for Trans World Airlines, Inc. on May 14, 1965. In 1970 I married and in 1975 our baby girl was born. I waited to have a child until my seniority gave me bidding rights that made my schedule more flexible. Right now I bid turnaround jobs; this allows me to work about 9 days a month and I have practically no overnight trips. This kind of a schedule is crucial for me because my child has serious medical problems. She has brain damage and she is subject to epileptic seizures. My husband or I must be with her at all times, and, so far we have been able to get work schedules that allow one of us to always be in town and with our daughter. If the returning mothers are given union seniority, then my seniority number will probably double from no. 24 to no. 48. I will probably have to fly 16 days a month and many of the trips will be overnighters. This will make our child care problem an impossible task, and it is foreseeable that I will have to quit my job. If I have to quit flying to enable myself to stay home with my daughter, it will seriously affect my family's standard of living. I am certain we would have to sell our home.

2. I feel I am entitled to my seniority number. I have worked fourteen years for it, I did not violate the rights of the returning mothers and I am being asked to pay for this past wrong.

/s/ Pam Napolitan
PAM NAPOLITAN

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(o)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF LOUISE SHIPMAN

County of Cook)
) ss
State of Illinois)

Louise Shipman, first being duly sworn, on her oath states:

1. I have been flying with Trans World Airlines, Inc. since November 8, 1974. I am now stationed in Los Angeles, and I am flying domestic reserve.

2. I used to fly with Air Canada, but in 1974 I married an American and moved to the United States. I applied with TWA because it had a more significant possibility of providing me with a domicile on the West coast. My husband was living in Los Angeles and I wanted to be domiciled there.

3. It was four years before I had enough seniority to transfer to Los Angeles. I was domiciled in Kansas City for 3 years and then San Francisco for a year. All of this time I had to commute to Los Angeles once a month to see my husband, whose job prevented him from relocating to be with me.

4. I am finally living in Los Angeles, but if the returning mothers are given Union seniority I could very possibly be bumped from Los Angeles and again sepa-

rated from my husband. I am only 17 from the bottom in seniority so relocation is a real possibility for me.

5. If not forced to relocate, I will most certainly be on reserve status much longer. My husband and I would like to have children but we have been waiting to start our family until I can hold a line and therefore have a reasonable flight schedule. I am now 28 and my husband is 36 and we do not want to have to wait many more years to have children.

/s/ Louise Shipman
LOUISE SHIPMAN

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(p)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF MARSHA SMYSER

State of Illinois)
) ss
County of Cook)

Marsha Smyser, first being duly sworn, on her oath states:

1. When I started working for Trans World Airlines, Inc. on February 11, 1966, I decided not to have children because to do so would require me to give up my job. Economic considerations prevented me from trying to get pregnant.

2. I am now 34 years old, and I contribute to the support of my parents. I give them $279 a month. If returning mothers are given Union seniority, I will probably lose my schedule flying international out of Chicago. This will bump me to domestic and will have a decided impact on me financially. I will make about $300 less a month.

3. If the returning mothers are given Union seniority, it will affect me and others on the line not only economically but psychologically. There will be a big morale problem. I will feel very unhappy with a judicial system that allows women who have been able to stay home and raise their children to return with more benefits than me. I made a decision not to have children, and I have

been working hard for fourteen years. I made a personal sacrifice years ago when I decided not to have children, and now I am being asked to make a second personal sacrifice.

/s/ Marsha Smyser
MARSHA SMYSER

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(q)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF PATRICIA SPIROS

State of Illinois)
) ss
County of Cook)

Patricia Spiros, first being duly sworn, on her oath states:

1. I am presently employed by Trans World Airlines, Inc. as a domestic reserve flight attendant assigned to the Los Angeles domicile. As of this date, I am approximately four (4) from the bottom in seniority at this domicile.

2. I began flying for TWA on or about June 7, 1975. Although my husband and son lived in Los Angeles at that time, I was initially assigned to the New York domicile. In an effort to avoid a separation from my family, I immediately filed a bid transfer to the Los Angeles domicile. I was finally transferred to Los Angeles almost three and one half (3½) years later. During that period of time, I had to take approximately eighteen (18) months leave in order to be with my husband and child.

3. I presently earn approximately $1,200 a month as a flight attendant. Because my husband is a school teacher, my income is and has always been absolutely es-

sential in order that we can maintain a decent standard of living.

4. If the returning mothers are granted full seniority, I will in all likelihood be furloughed and faced with the loss of my job because of my low seniority in this domicile. This would cause a severe financial hardship and seriously affect our standard of living. At the very least, I would be forced to transfer to another domicile. Because of the extreme difficulty in finding available teaching positions elsewhere, my husband would not be able to relocate and would be required to remain in the Los Angeles area. Thus, a forced displacement from Los Angeles and relocation would result in a second separation from my family. The expenses involved in establishing a second household in another domicile and the expenses of commuting in order that I be able to visit my family would cause a severe financial strain upon our limited income. Because of the prospect of a second expensive and lengthy separation and the impact this would have upon the stability and quality of our family life, especially for my young son (now eleven years old), it is foreseeable that I would have to quit my job if forced to transfer.

/s/ Patricia Spiros
PATRICIA SPIROS

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 20(s)
[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

AFFIDAVIT OF THOMAS WALTERS

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Thomas Walters, first being duly sworn, on his oath states:

1. I am presently employed by Trans World Airlines, Inc as a domestic reserve flight attendant assigned to the Los Angeles domicile. I am approximately fifteen (15) from the botton in seniority at this domicile. I began flying for TWA on or about November 8, 1974. I earn approximately $1,300 a month as a flight attendant.

2. In addition to my position as a flight attendant with TWA, I am a licensed emergency medical technologist. My technologist's license and ability to practice is only good in the state of California. It is necessary that I maintain both jobs because both incomes are essential. I have recently purchased a home and the income from both jobs is necessary in order to cover the mortgage payments. Moreover, I am the legal guardian in this state of my two year old nephew. As a result of this responsibility, a portion of my earned income must go to meet his necessary child care and educational expenses.

3. In addition, my mother's physical condition requires that both my father and I spend a great deal of

time in attending to her various needs. No other family members are available and it is simply too great a responsibility for either one of us to bear alone.

4. If the mothers are to be returned with full bidding seniority there is a very real possibility that I will be "bumped" from the Los Angeles domicile and forced to relocate elsewhere if I wish to keep my job with TWA. If forced to relocate outside the state of California, I would not be able to continue my mork as a medical technologist. The loss of this income would cause a severe financial hardship in that (1) I would be unable to meet the mortgage payments of my new house, (2) my ability to meet those expenses necessary to provide for my nephew would be seriously jeopardized and (3) my family would in all likelihood be required to seek additional and expensive health care services to care for my mother.

/s/ Thomas K. Walters
THOMAS WALTERS

[Certification omitted in printing]

INTERVENOR'S EXHIBIT NO. 25

[Admitted in Proceedings on October 3, 1979]

[LIST OF MEMBERS OF SUB-CLASS A INTENDING TO RETURN TO WORK AND SENIORITY]

SENIORITY OF INDIVIDUALS WHO CLAIM TO BE IN SUB-CLASS A AND WHO INTEND TO RETURN TO WORK

Name and Company Payroll Number	On-Line Date	Last Day Worked	Periods Of Disability	Seniority (If Given Full Retroactive Credit)
1. Johnson, Patricia Anne 59171	03/10/61	04/22/70	1 yr. 6 mo.	16 yr. 11 mo.
2. Kopetz, Rita (Resesta) 73679	02/09/61	09/20/69	1 yr. 6 mo.	17 yr.
3. Zlatchin, Elizabeth (Kneale) 48723	05/16/63	08/01/70	9 mo.	15 yr. 5 mo.
4. Degheri Vickie Lynne (Kneale) 3116	05/05/67	09/30/69	1 yr. 6 mo.	10 yr. 9 mo.
5. Curcio, Mary Ann 37247	08/19/65	12/01/69	1 yr. 6 mo.	12 yr. 5 mo.
6. Cotter, Neva J. 65443	11/28/54	03/02/70	2 yr. 5 mo.	22 yr. 3 mo.
7. Collins, Janet (Huselton) 42627	12/29/62	03/09/70	1 yr. 7 mo.	15 yr.
8. Williams, Diane (Lafata) 9809	03/16/68	07/31/70	1 yr. 6 mo.	9 yr. 10 mo.
9. Mangan, Sherry Ann 1449	08/26/66	02/01/68	2 yr. 5 mo.	10 yr. 7 mo.

Name and Company Payroll Number	On-Line Date	Last Day Worked	Periods Of Disability	Seniority (If Given Full Retroactive Credit)
10. Wagner, Diane L. (McNeely) 22639	01/18/70	07/02/70	9 mo.	8 yr. 9 mo.
11. Friedman, Nancy Van Ness 91287	10/07/66	05/01/68	1 yr.	11 yr. 10 mo.
12. Albinak, Valerie Kellnor Smith 22831	01/25/70	05/18/71	1 yr. 6 mo.	8 yr.
13. Willour, Mary Lynn Sherman 15304	02/03/69	10/18/69	1 yr. 6 mo.	9 yr.
14. O'Callaghan, Martha Adilla (DeTrinidad) 29041	Unknown			
15. Hogrefe, Lynn M. 6825	12/03/67	04/30/70	1 yr. 7 mo.	10 yr. 1 mo.
16. Tichy, Edeltrand Maria (Kunz) 49959	04/04/64	10/15/69	1 yr. 6 mo.	13 yr. 10 mo.
17. Hansen, Marsha Kay Shira 14030	Unknown	09/03/69		
18. Jones, Dee Dolores 46277	07/09/65	10/01/69	1 yr. 8 mo.	12 yr. 5 mo.
19. Bach, Joanne Elizabeth 88727	06/13/64	02/21/70	1 yr. 6 mo.	13 yr. 8 mo.

Name and Company Payroll Number	On-Line Date	Last Day Worked	Periods Of Disability	Seniority (If Given Full Retroactive Credit)
20. Doonan, Anne E. (Donovan) 8650	01/28/68	04/01/70	1 yr. 6 mo.	10 yr.
21. Hall Janice Dodgson 22417	03/27/64	01/31/70	1 yr. 7 mo.	13 yr. 9 mo.
22. Grayson, Katherine D. 3565	12/27/65	07/01/70	9 mo.	12 yr. 10 mo.
23. Huntsberry, Janan Kay (Perkins) 02342	04/15/67	04/30/70	9 mo.	11 yr. 6 mo.
24. Hirt, Virginia Lee (Smith) 82663	12/01/62	09/01/69	1 yr. 6 mo.	15 yr. 2 mo.
25. Kerr, Linda Reed 25876	04/25/70	Unknown		
26. Kregel, Marilyn A. 43831	06/01/57	03/02/70	1 yr. 6 mo.	20 yr. 8 mo.
27. McCann, Nancy Jean (Rodenhausen) 75483	07/19/65	09/01/69	1 yr. 6 mo.	12 yr. 6 mo.
28. Newell, Susan (McGeary) 845	01/14/68	11/30/69	9 mo.	10 yr. 10 mo.
29. Rowe, Marcia I. 53505	01/17/65	07/17/69	9 mo.	13 yr. 9 mo.
30. Newton, Gwendolyn (Reynolds) 89919	02/09/64	03/31/66	9 mo.	14 yr. 9 mo.

Name and Company Payroll Number	On-Line Date	Last Day Worked	Periods Of Disability	Seniority (If Given Full Retroactive Credit)
31. Bennet, Ester Marie 1587	03/10/67	06/01/70	1 yr. 6 mo.	10 yr. 11 mo.
32. Vogelgesang, Joellen 46661	12/25/66	11/02/69	9 mo.	11 yr. 10 mo.
33. Plunkett, Carol Anne 5363	10/06/67	09/01/70	2 yr. 3 mo.	9 yr. 7 mo.
34. Langley, Janet L. 53059	11/04/66	03/01/71	1 yr. 10 mo.	10 yr. 11 mo.
35. Conrad, Carol Yvonne (Murphy) 63709	09/24/65	04/01/67	2 yr. 3 mo.	11 yr. 7 mo.

INTERVENOR'S EXHIBIT NO. 26

[Admitted in Proceedings on October 3, 1979]

[LIST OF MEMBERS OF SUB-CLASS A WHO HAVE BEEN REEMPLOYED AS FLIGHT ATENDANTS]

SENIORITYOF INDIVIDUALS WHO CLAIM TO BE MEMBERS OF SUB-CLASS A AND WHO HAVE BEEN RE-EMPLOYED AS FLIGHT ATTENDANTS

Eight individuals who claim to be members of Sub-Class A have been re-employed as flight attendants. By taking the amount of time between last day worked prior to termination due to motherhood and the date of re-employment, the amount of seniority that each of these individuals would gain if the court grants full retroactive seniority can be ascertained.

Name	Employee Number	Last Day Worked Prior To Termination Due To Motherhood	Date of Reemployment	Seniority Gain (If Given Full Retroactive Credit)
1. Sarmanian, Gail	71637	01/05/70	04/12/79	9 yrs. 3 mos.
2. Breznick, Jeannette Alicia	01897	Unknown		
3. Carlson, Katherine Joan (Powell)	70959	07/02/65	1972	approx. 6 yrs.
4. Yoder, Bonnie Marie (Oke)	66261	1969	1972	approx. 3 yrs.
5. Cain, Irene M.	92697	1969	1972	approx. 3 yrs.
6. Sutton, Joyce C. (Callan)	44541	05/31/69	1972	approx. 3 yrs.
7. Quinn, Cynthia Ann	42990	04/19/68	06/14/72	approx. 4 yrs.
8. Poynter, Barbara Diane	10759	Unknown		

PLAINTIFFS' EXHIBIT NO. 1 (AMENDED)

COMPARISON OF CURRENT FLIGHT ATTENDANTS * WITH POTENTIAL RETURNING MOTHERS FROM SUB-CLASS A

		Currently Employed	Potential Returning Class Members
BOSTON	(D)	326	2
BOSTON	(I)	283	0
N.Y.	(D)	1088	6
N.Y.	(I)	1518	0
L.A.	(D)	783	5
L.A.	(I)	220	1
K.C.		520	6
CHGO	(D)	745	6
CHGO	(I)	206	0
ST. L.		609	0
S.F.		665	7
		6963	33

* These data were gleaned from Union Exhibit 7.

PLAINTIFFS' EXHIBIT NO. 2 (AMENDED)

COMPARISON OF CURRENT FLIGHT ATTENDANTS * WITH POTENTIAL RETURNING MOTHERS FROM SUB-CLASS B

		Currently Employed	Potential Returning Class Members
BOSTON	(D)	326	7
BOSTON	(I)	283	0
N.Y.	(D)	1088	29**
N.Y.	(I)	1518	29
L.A.	(D)	783	31
L.A.	(I)	220	4
K.C.		520	15
CHGO	(D)	745	17
CHGO	(I)	206	3
ST. L.		609	7
S.F.		665	30
		6963	172

* Includes Pursers". These data were gleaned from Union Exhibit 7.

** Includes 7 who indicated Newark or Laguardia, and 1 who gave N.Y. as a second choice (having stated a nonexistent base as her first choice).

DEPOSITION OF DAVID J. CROMBIE

[Admitted in Proceedings on October 3, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

Deposition of DAVID J. CROMBIE, called for examination pursuant to notice and pursuant to the Rules of Civil Procedure for the United States District Courts pertaining to the taking of depositions, taken before Donna M. Curran and Mary M. Gallagher, Certified Shorthand Reporters and Notaries Public within and for the County of DuPage and State of Illinois, at the offices of Coghlan, Joyce & Nellis, Room 4000, One North LaSalle Street, Chicago, Illinois, on Thursday, September 27, 1979, commencing at the hour of 3:00 o'clock p.m.

PRESENT:

MS. ANNE O'LAUGHLIN

MR. ARAM HARTUNIAN
MR. ARNOLD I. SHURE

MR. LAURENCE A. CARTON

MR. DOYLE R. PRYOR
MR. STEVEN A. FEHR

[2] DAVID J. CROMBIE,

called as a witness herein, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. PRYOR:

Q Would you state your full name for the record, please.

A David Crombie.

Q Mr. Crombie, do you work for Trans World Airlines?

A I do.

Q How long have you been employed by Trans World Airlines?

A Will be twenty years on February 1, 1980.

Q And in what capacity are you presently employed?

A I am a senior vice-president, administration.

Q And as senior vice-president, administration, what generally are your duties and responsibilities?

A Well, I supervise the personnel relations, the labor relations, and the properties and facilities functions.

Q And to whom do you report?

A The president, Mr. Meyer.

MR. SHURE: Mr. Crombie, I am having a little [3] trouble hearing you against the competition out there.

THE WITNESS: I will just talk louder.

BY MR. PRYOR:

Q How long have you been in your present position?

A Approximately four years.

Q And prior to that what was your title?

A Vice-president, industrial relations.

Q And how long did you hold that position?

A Since I joined the company.

Q So for nearly twenty years you have been involved in industrial relations on the management side?

A Yes.

Q Does your responsibility extend over the in-flight services department, with respect to labor relations?

A Yes, it does.

Q Is that the department which employs TWA's flight attendants?

A It is.

Q Are you familiar then with TWA's employment policies and practices with respect to flight attendants?

A I am.

Q Do you participate, or have you participated [4] in negotiations of collective bargaining contracts for TWA's flight attendants?

A I have.

Q Did you participate in the negotiation of the most recent flight attendant agreement which was signed October 11, 1978?

A I did.

Q In your position do you have responsibility for administering collective bargaining contracts with the flight attendants?

A I do.

Q Does TWA maintain a manual entitled The In Flight Services Manual?

A I believe it does.

Q Do you know what the In Flight Services Manual is?

A Generally, yes. My knowledge of its specifics are very limited.

Q Do you know if it is a compilation of TWA's policies and procedures for the duties and responsibilities of flight attendants?

A I think that is a reasonably accurate description of it.

Q Is it updated from time to time?

[5] A I believe it is.

Q Does TWA maintain a Management Polices and Procedures Manual?

A It does.

Q What is that?

A That is well described by its title. It is a statement of corporate policies and procedures relating to all employees with respect to a variety of matters, including payroll and personnel matters, with respect to levels of authority, who can pay out the company's funds. There is a whole series of procedures and policies included.

MR. HARTUNIAN: Excuse me, what was the name of that manual again?

MR. PRYOR: Management Polices and Procedures Manual—is that correct?

THE WITNESS: Yes.

MR. PRYOR: Or the MP&P Manual.

THE WITNESS: MP&P Manual.

BY MR. PRYOR:

Q When we refer to flight attendants at TWA, the term "flight attendants" really includes several job classifications, does it not?

A Yes.

[6] Q Does it include cabin attendants?

A It includes flight attendants, includes pursers, and it includes service managers.

Whether other than pursers and service managers are called cabin attendants in the agreement escapes me at the moment. If they are called cabin attendants, they are cabin attendants.

Q I think the agreement refers to cabin attendants, to flight pursers and to service managers.

A Those are the three categories.

Q But the term flight attendant itself is a more inclusive—it includes all three of those classifications, is that right?

A That is correct.

Q Can you tell us just briefly what the difference between a cabin attendant and a purser is?

A Well, first of all, a purser is a flight attendant employed exclusively on international flights. A purser may be a male or a female. A purser must have certain language qualifications which are not required of a cabin attendant. A purser has certain recordkeeping, administrative and supervisory duties in flight that the cabin attendant does not have.

Q Pursers are paid more than cabin attendants, [7] are they not?

A They are.

Q And can you tell me what the difference is between a cabin attendant and a service manager?

A A service manager may be either a male or a female flight attendant, may be employed on both services, both international and domestic, is always employed on wide body aircraft, and when so employed has a kind of a lead man or lead person coordinating function. The service manager is expected to perform certain routine flight attendant duties or cabin attendant duties, and in addition has certain coordinating functions to ensure the smooth carrying out of the service specifications.

Q Would you agree that the classifications in ascending order of pay and responsibility start with cabin attendant at the lowest, and then pursers and then service managers?

A I haven't looked at the pay scale recently, but I would not dispute that.

The question of responsibility, I really don't know. Pay, certainly, and the whole question of what kind of responsibility a purser has, as you may well realize, is a subject of a court case which has a [8] long history.

Q O.K.

A Which I would not wish to go into at great length.

Q Is it true that TWA did not hire males as cabin attendants before the passage of the 1964 Civil Rights Act?

A TWA did not employ males in a position other than purser prior to the passage of that Act.

Q As flight attendants, you mean?

A Right. They did not employ people to work in airplanes as flight attendants in positions other than purser, prior to that Act.

Q Do you know when TWA hired males for the first time as cabin attendants?

A I don't.

Q Was it after 1970?

A If I had to guess, I would guess that it was.

Q Did TWA ever have a policy or practice of not hiring black persons as flight attendants?

A To my knowledge, no.

Q If you know, how many blacks were hired by TWA as flight attendants, before the enactment of the 1964 Civil Rights Act?

[9] A I don't know.

Q Is it accurate to say that until after the Civil Rights Act became law, that TWA did not hire black persons as flight attendants in numbers that were substantially proportional to their existence in the general populations?

A I think that is a reasonable statement.

Q Did TWA ever adopt an affirmative action program relating to the hiring or employment of black persons as flight attendants?

A Yes.

Q Do you know when that affirmative action plan was adopted?

A Sometime after 1970. Probably in the time frame 1970 to '73, somewhere in that area.

Q Was that affirmative action plan adopted pursuant to an order of any government agency or court?

A No. The only affirmative action program that we have undertaken pursuant to such order related to employment in the City of San Francisco, but we have had no affirmative action program mandated for system-wide application to any classification or to all classifications, other than that San Francisco mandate.

Q What was this order that you are referring to [10] in San Francisco?

A Well, in San Francisco we were sued, and I think the EEOC took up the charge.

Q Was it a charge of racial discrimination?

A Yes.

Q In flight attendant categories?

A No, in San Francisco.

Q In all categories in San Francisco?

A Yes. There was a group of San Francisco employees who associated together as the Black Caucus, and I think they persuaded the Equal Employment Opportunity Commission that there was sufficient ground for that Commission to sue us on the basis that we were not carrying on our obligations to blacks.

Q To your knowledge were any of the allegations in that lawsuit charging that TWA did not employ blacks or discriminated against blacks in flight attendant employment?

A No, I don't believe so. I don't believe so.

Q You referred to an order that was entered in that proceeding. What was the nature of that order?

A What happened was that our attorneys and the EEOC negotiated an agreement which involved certain hiring and upgrading goals relating to minorities in [11] San Francisco, and that agreement—and I am a non-lawyer—was reviewed by the federal court, approved by the federal court, and indeed we are still operating under that order, or that agreement, or whatever you call it.

[12] Q Do you know if the Court in that proceeding made any findings as to whether TWA practiced discrimination against black persons in employment?

A My recollection is that there were no findings by the Court.

(Whereupon Mr. Fehr left the deposition hearing room, and the taking of the deposition proceeded as follows:)

BY MR. PRYOR:

Q Did there come a time when TWA began hiring substantially more black persons than it had previously hired as flight attendants?

A Yes, I believe I addressed myself to that earlier. Sometime in the time frame '70 to '73, greater numbers

of blacks and other minorities were hired. Indeed, I am advised that in the last class we put into training—last group of classes, that we hired about 20 percent minorities—minorities including males in this case—males, blacks, Spanish-speaking persons, American Indians.

Q Are you aware of any findings by any governmental agencies or by any courts of racial discrimination in hiring flight attendants by TWA?

[13] A I am not.

Q Are you aware, other than the San Francisco case that you previously testified about, of any lawsuit or agency settlement agreements or consent decrees with respect to allegations of racial discrimination by TWA in the flight attending categories?

A The only cases I recall of that type were scattered individual cases involving the termination of employees. I recall one where we—well, the man wasn't terminated, he was not promoted, and he charged that we had not promoted him because he was black, and we made a settlement with him out of court, as it were.

I am not aware, Mr. Pryor, of any other cases involving flight attendants which were laid on us based upon racial grounds.

Q I probably know the answer to this question already, but do you know if the settlement made with that individual included a non-admissions clause?

A I think it did, yes.

Q I imagine it would.

A Yes, yes.

Q Did TWA ever have a policy or practice of not hiring married women as flight attendants?

A Well, there was a time up until 1957 when we [14] must have had such a policy, because until that time when you became married, you had to leave your job. So based upon the logic of that rule, I would assume that if you were married, you probably weren't hired.

That rule was changed in 1957, and at least since that date we have not discriminated against people based upon their marital status.

Q Did TWA ever have a policy or a practice of not hiring persons over a certain age as flight attendants?

A By the same process of reasoning, we had a rule that when you attained age 35 you had to leave, and again, inferentially, if you applied for work after 35 during the time that that rule was in effect, you would not have been hired.

That rule was negotiated out sometime in the sixties. I know we were the first airline to get rid of both the marriage rule and the age rule.

(Enter Mr. Fehr.)

BY MR. PRYOR:

Q Do you know if the age rule was negotiated out before or after the effective date of the 1964 Civil Rights Act?

A I think a year or two after.

[15] Q So if the Civil Rights Act went into effect in '65—

A '65.

Q —it would have been '66—

A '66, '67, somewhere in there.

Q But before that TWA's policy was to terminate the employment of flight attendants at age 35?

A That is correct.

Q Are you aware of any other racial groups or ethnic groups or sex groups or religious groups that were not hired or permitted to be employed as flight attendants by TWA that we haven't already covered?

A No, I am not.

Q Is TWA presently experiencing a period of reduction in its work force?

A It is.

Q Are employees being furloughed?

A They are.

Q Does that apply in both union-represented and non-union represented categories?

A It does.

Q Does it apply to the attendants?

A Up to this point it has not.

Q It is true, is it not, that under the flight [16] attendants' collective bargaining agreement, before a flight attendant can be furloughed, there must be offered a number of leaves of absence equal to the number of flight attendants who would be furloughed?

A It is also true, if you will read the sentence in the agreement right after that, that the number of leaves that are authorized is solely at the discretion of the company.

Q When it is anticipated that flight attendants are to be furloughed, the contract requires the company to offer an equivalent number of leaves of absence at the domiciles where the furloughs would occur, but then the granting of the leaves and the duration of the leaves are at the company's discretion?

A Yes, sir.

Q And at the present time, to your knowledge, are there any flight attendants on furlough because of reduction of force?

A To my knowledge, which is precise as of this moment, there are no flight attendants on furlough.

Q Are there flight attendants who are on leaves of absence in lieu of furlough?

MR. HARTUNIAN: I will object to use of that phrase. I don't know what that means. Not only [17] do I not know, but I think it is incomprehensible.

MR. PRYOR: I will rephrase the question.

BY MR. PRYOR:

Q Are there attendants who are on a leave of absence that was granted to them after being offered pursuant to Article 12(B) of the agreement?

MR. HARTUNIAN: Wait a minute. I want to look at that. What page is that?

MR. PRYOR: Page 85.

BY THE WITNESS:

A The answer is negative.

BY MR. PRYOR:

Q There are no such flight attendants who are on what I refer to as a leave in lieu of furlough?

A There are hundreds of flight attendants who are on what we call butterfly leaves, which is a leave which takes place throughout the year. What triggers the leave is not a formal notice of furlough, as stipulated in that agreement, but it is a kind of a joint meeting of the minds between flight attendants and management. Fight attendants know we have the policy of offering leaves of absence, and many wish to take advantage of that policy and go to school or take a vacation or go skiing, and they apply for a butterfly leave. And all [18] of the persons presently are not working and on leave are on that kind of leave rather than on the leave specified in the agreement, because we have made no posting of a furlough in any domicile to this date.

Q It is true, is it not, that if there were not those number of flight attendants on butterfly leaves of absence, that the company would be experiencing furloughs—or we will call them Article 12(B) leaves of absence?

A I think that is a fair assumption.

Q Do you know how many flight attendants are presently on butterfly leaves?

A My impression is that the number ranges from 400 to 600.

Q Does TWA presently plan any additional reductions in the flight attendant work force?

A To my best knowledge—

MR. HARTUNIAN: Object to the form of the question. There has been no testimony of any reduction in the work force. So the word "additional" is objectionable.

MR. PRYOR: I will rephrase it.

BY MR. PRYOR:

Q How many flight attendants does TWA have [19] working for it now who are not on leave of absence?

A Oh, somewhere in the range of 6,000 to 6,200.

Q Does TWA presently plan to reduce that number?

A My best information as of today is that in the forthcoming 90-day period it does.

Q Are these types of plans made over 90-day periods commonly?

A Commonly we like to plan over 90 days, but we are in an extraordinary situation today. We have got a combination of factors, including the price of fuel, the onset of the recession, which is forcing us to really take a look at our levels of flying almost on a weekly basis, when you are dealing with large numbers of people. And one of the frustrations that your client has is our inability to forecast accurately what our surplus might be at any given time. My best guess is that we will have a surplus of flight attendants beyond those working and on butterfly leave, and we may run into that surplus sometime in the next 90 days.

Q What is your best estimate or prognosis of the numbers by which the flight attendant work force will have to be reduced in the near future?

MR. HARTUNIAN: I want to interject with—I guess this is an objection, but it isn't exactly.

[20] I just want to advise Mr. Crombie that he really shouldn't speculate, that he should do so only on the basis of some solid information that he has, so that he can prognosticate these things without guessing.

THE WITNESS: I understand the abjuration and maybe I shouldn't be this forthcoming, but I don't have that kind of solid information. I am speculating. I am guessing. And I am trying to be responsive. And one of the things I am afraid of, Mr. Hartunian, is leaving the impression in a forum such as this, which I take quite seriously, that we won't furlough flight attendants, when in fact circumstances might require us to do that, and that knowledge would be forthcoming as early as a week from now. I would feel that that would leave an impression of non-credibility in everybody's mind here, if I said, "Well, I don't expect we are going to furlough any flight attendants," and one week later 200 flight attendants got furloughed. That is really why I—and it is a speculation. Your characterization of it is correct.

BY MR. PRYOR:

Q Based on the information that is available to [21] you today, as well as your own experience—well, let me ask you this: You have experienced times of recession and furlough before, have you not?

A Yes.

Q Based on your experience and information that is available to you now, what is your best estimate of the levels of reduction in flight attendant numbers that are anticipated within the next 90 days?

MR. HARTUNIAN: To which we object because the witness has already stated in advance of that question that his answer must of necessity be based on speculation and guess, and the only trepidation the witness has stated—conscientiously, is that he would have to say

something and turn out to be wrong, which is understandable. But in terms of evidentiary basis, the witness has already stated he has no foundation upon which to make an evidentiary statement as to that. So I object because there is no foundation for it.

THE WITNESS: Counsel, do you advise me to speculate further?

BY THE WITNESS:

A I have already mentioned that we might find ourselves with a surplus in the range of 150 to 350 people within the next 90 days, and I just—that is [22] in the record. It is a speculation, and I just can't be more accurate than that.

BY MR. PRYOR:

Q Is it fair to say that the situation is so fluid and rapidly changing that at this time the accurate statements of how deep the reductions might go is not possible to make?

A Yes.

MR. HARTUNIAN: Or any reduction at all.

BY THE WITNESS:

A That is a correct statement.

BY MR. PRYOR:

Q And likewise you cannot say with any assurance that there will be no reduction at all in the next ninety days, is that right?

A That is correct.

Q You said that the situation is extraordinary today, and you mentioned several factors such as the price of fuel and the onset of a recession. It is true, is it not,

that TWA does experience seasonal fluctuations in its flight attendant work force every year, is that correct?

A That is correct.

Q And we are going into now the fall and winter [23] season when the flight attendant work force is normally at its low swing, is that a fair statement?

A That is a fair statement.

Q In a normal year—notwithstanding these extraordinary factors you testified about, what is the range of fluctuation from the peak season to the low season in the flight attendant numbers?

A You mean in total work force?

Q Yes.

A Well, I only remember one other occasion where we actually furloughed flight attendants, and normally we deal with this fluctuation through what we call personal time off and butterfly leave.

Q What I am asking is what is the range of numbers in the work force, say, at peak season verus the low season?

A You mean the requirement for flight attendants?

A Right.

Q It is also difficult to answer because the change of equipment complicates the problem. You need more flight attendants per large airplane. But I would guess that the requirement for flight attendants, the difference is in the range of three to six hundred people.

[24] A That is the seasonal fluctuation?

Q That is comparing February's need to August's need.

That, by the way, to make life a little more complicated, to show you how tenuous any speculation is in this area, it will be further complicated this year by the fact that we are making a large move into Florida from the Northeast, in an attempt to straighten out our level of operation and stop the seasonal peak. So this year that will be complicated. We are going to need more flight attendants in January and February and March than we would have needed if we hadn't gone into Florida.

The way we take care of the surplus, as we have in the past, is schedule a lot of vacations in January, February and March, and people take personal time and so forth and so on.

Q Even with the move into Florida, it is still true that you are not going to need as many flight attendants as you had in August?

A Yes. I would like to stress that the normal seasonal differential is exacerbated this year by our requirement to pull back the total operation because of the price of fuel, and because of the onset of a [25] depression, the depreciation in traffic that we are beginning to feel.

Q Are you affected simply by the increased price of fuel, but also by lack of ability to obtain sufficient quantities of fuel?

A Principally—

MR. HARTUNIAN: Well—go ahead.

BY THE WITNESS:

A Principally by the price. You can buy fuel—I don't know how this is relevant—on the spot market, for a dollar and 10 or 15 cents a gallon, as against an average price in 1978 or 38 cents. How long you can stay a viable company buying gas at a dollar-10 or 15 cents a gallon is questionable.

BY MR. PRYOR:

Q You are familiar, are you not, with the original settlement agreement that was negotiated between TWA and the plaintiffs in this case that is before the court?

A I have a general—not an expert familiarity.

Q Are you familiar with the amendment, the subsequent amendment to that settlement agreement?

A Maybe if you mention what the amendment was, I could tell you whether I was familiar with it or not.

[26] Q The amendment deals with the subject generally of union seniority for the returning class members.

A And that amendment stated what?

Q Let me show it to you. Any objection to—

A This was the agreement that was thrown out?

Q Let me show you the original settlement agreement and the amendment to the settlement agreement.

A Oh, you are not talking about the 1972 agreement?

Q No, I am talking about the settlement agreement that is presently pending before the court in this case.

A O.K.

Now, where is the question of seniority dealt with here?

Q I believe it is Section 5B.

A 5B? O.K., I note the difference.

Q Good.

I wanted to ask you a few questions about the settlement agreement and the amendment. When I refer to the settlement agreement, I mean the original agreement. When I refer to the amendment, I mean Section 5B.

[27] Did you participate in the negotiation of the settlement agreement?

A I participated in two respects. As to the question of free transportation—and we conceded early in the game, if you want to call this negotiation, that the seniority rule that would be agreeable to us was that which was negotiated at American Airlines.

Now, I did not sit down and go through this document. I think our counsel here, Mr. Carton, and Mr. Hartunian, worked out the specifics of the document.

Q Other than your counsel and your own role in bringing about the settlement agreement, who at TWA on the management side participated in the negotiations?

A In the negotiation of this agreement?

Q Yes.

A One other person had an effective voice, and that was our general counsel, Ulrich Hoffmann.

Q Aside from the lawyers then, though, you were the principal management official that dealt with the settlement agreement?

A I think that is correct, yes.

Q Are you the company official who will be primarily responsible for implementing the terms of the [28] settlement if it is approved by the court?

A I think not. I think the executives finally responsible for implementing the terms will be the vice-president in charge of the in-flight services department, Mr. Truex.

Now, with regard to the dispensing of the funds, the payroll department will do that. They will be given instructions by either my office or Mr. Hoffmann's, as to who is entitled to what, and they will simply pay it.

But with regard to the contracting of individual interested persons, when they would like to be trained, what domicile they would like to go to, what their druthers is concerning when they would like to come back to work—those operational things will be handled by the in flight services department.

Q Under the settlement agreement terms which provide for reinstatement of those members of the plaintiff class who wish to be reinstated, it is true, is it not, that there are a number of ways that that reinstatement could be effected?

A A number of ways?

Q Well, maybe I can give you some examples and you tell me if these are possibilities.

[29] You could I suppose use the process of normal attrition, simply wait for vacancies to occur, hiring no new flight attendants and bringing back the members of the plaintiff class as those vacancies occur. Is that one possibility?

A That is one.

Q Given the present state of the economy and the fuel problems that you have testified about, is that a realistic possibility at the present time?

MR. HARTUNIAN: Wait a minute. Are you asking him a hypothetical question which assumes that the returning class members would be ready to come back to work tomorrow or something? You are mixing up those 90 days with the return of the women, and obviously those two periods cannot coincide.

MR. PRYOR: I will rephrase the question.

[30] Q We were discussing various ways that the reinstatement of the plaintiff class members could be accomplished, and attrition is one possible way, correct?

MR. HARTUNIAN: Which what could be accomplished?

MR. PRYOR: The reinstatement of the members of the plaintiff class under the settlement.

MR. HARTUNIAN: I wish you would clear that up. Do you mean the return to active employment at—

MR. PRYOR: Yes.

MR. HARTUNIAN: —a domicile?

MR. PRYOR: Yes.

BY THE WITNESS:

A Could I answer that in my own way, and if it is not satisfactory you can question me again.

BY MR. PRYOR:

Q Sure.

A In the first place, Mr. Pryor, we are not talking about any member of either plaintiff class coming back to employment with TWA until there is a final order in this case—and I think it is very important to keep that in mind.

[31] When that final order will take place to some extent is in the control of your law firm and your plaintiff.

Q You may credit us with more power than we have.

MR. HARTUNIAN: No, he is not.

BY THE WITNESS:

A It is not impossible that we could be talking about a period a year away before there is a final order.

Now, in that period of time a great many things can take place. If we are still in a recessed economy we would all have a very difficult problem at that point because maybe we will have reduced the work force further.

But my own guess—and this is speculation—is that a year from now or a year-plus whatever from now, that the economy will have been squared away, that if there are flight attendants who have been furloughed they would probably be back on the payroll, and that we would be able to work out our obligations over the ensuing year in some kind of an orderly fashion by planning, getting a fix on how many mothers wanted to come back and when, offsetting that against the number of [32] new hires that we would hire, and I would guess if things worked out, as I would hope they would work out, that the bringing back of those who wish to return to work would be done in a reasonably orderly way consistently with the agreement that we have worked out, without a lot of complications.

Now, that is the best answer I can give you.

Q What I would like to find out is what—well, let me just ask you the question.

Does TWA plan to furlough any presently employed flight attendants or flight attendants who are then employed when it is time to allow the plaintiff class members to return to work, in order to create vacancies for the members of the plaintiff class?

A No, it does not, and I don't believe that the agreement that we have concluded with the class members contemplates that we must or would.

Q Does it contemplate that you will not?

MR. HARTUNIAN: Excuse me. You have asked him a question about what TWA's plans are vis a vis this possibility you invented of furloughing somebody to make room for the class member. His answer was definitely not.

[33] Now you are asking him purely a question of law, what he thinks the agreement contemplates, and we object to that.

BY MR. PRYOR:

Q Can you state on the record in this proceeding that if at the time the members of the plaintiff class in this matter are to be offered reinstatement pursuant to the settlement agreement, there are no vacancies existing in TWA's system for flight attendants, that TWA will not furlough presently employed flight attendants in order to create vacancies for the members of the plaintiff class?

A I think I have answered that question, but if you want it answered again the answer is we will not furlough people, nor do we feel we are obliged to furlough people to create vacancies to have class members return to work.

Q If at the time that class members are to be returned to work pursuant to the settlement agreement, there are TWA flight attendants on furlough or on leave of absence, does TWA intend to call back members of the plaintiff class ahead of any of those incumbent flight attendants on furlough or on leave of absence?

A I would distinguish between—and I would [34] like Mr. Hartunian to listen to this—I would distinguish between employees on furlough and those on leave of absence.

With regard to those on furlough, if vacancies arise they would have to measure their seniority against the seniority of a member of the class, and as a practical

matter I would suspect that the members of the class would take precedence over employees on furlough.

With regard to leave of absence, when they are brought back, they are not brought back to a vacancy per se. If persons are on leave of absence and their leave expires, we will bring them back, and if enough of them come back to create a surplus of employees we would then declare a furlough, and in that event those furloughed would have to measure their seniority for purposes of recall against members of the class.

Q Let me see if I understood what you said.

Is it a fair characterization of your plans to say that you will treat returning members of the plaintiff class the same as flight attendants on furlough, and recall them pursuant to the recall provisions of the collective bargaining agreement?

A Yes, that is a fair characterization.

[35] Q And if they are awarded their—if they are awarded retroactive competitive or union seniority by the court in this proceeding, then that seniority will be measured against the seniority of incumbent flight attendants who are on furlough, if any?

A Precisely.

Q At the time that you would be recalling members of the plaintiff class who wish to return, if vacancies exist are the then employed flight attendants entitled to bid on those vacancies before a recall is issued?

MR. HARTUNIAN: Excuse me. Is there such a thing as bidding on a vacancy?

MR. PRYOR: That is what I am asking.

THE WITNESS: Yes, there is.

MR. HARTUNIAN: Bidding on a vacancy?

THE WITNESS: Yes. If—

MR. HARTUNIAN: Excuse me. Do you mean by that somebody from a different operations list bidding to fill a vacancy? Is that what you are talking about?

THE WITNESS: Yes.

If for example we declare that there are vacancies in the Los Angeles domicile, under the [36] agreement it is possible, Mr. Hartunian, for a flight attendant to bid for that vacancy.

MR. HARTUNIAN: You mean a flight attendant somewhere other than Los Angeles?

THE WITNESS: Yes.

MR. HARTUNIAN: O.K., I understand.

THE WITNESS: And if there are six vacancies and fourteen flight attendants from New York come to bid, the six most senior flight attendants from New York are awarded those bids and they fill those vacancies.

BY THE WITNESS:

A Frankly, Mr. Pryor, I don't know the answer to the question you have posed.

It is a hypothetical situation and I just don't know the answer to that question. We haven't read the agreement with regard to the classes that carefully, in terms of the basic working agreement, for me to give you a responsive answer to that question. I just don't know.

Whether what we would do, what we think we would have to do, would be to allow the normal bidding procedure to roll around and people get in place and the absolute vacancies end up wherever they [37] end up, and then we would declare vacancies after the bidding process is over—that is a possibility, whether or not the agreement that we have made with Mr. Hartunian and his clients would require us to proceed otherwise, I just don't know. I haven't studied the two agreements that carefully.

I could offer something here gratuitously. I understand the concern of your clients for this matter, but in a normal business environment year after year we hire somewhere between 400 and 800 new flight attendants, and I

don't think 1979-1980 is going to last forever. I think we are going to be talking about a period a year from now before we start on the 200-odd people who would want to come back—and I certainly think we could work in in a normal year, with equity and reasonableness, a couple hundred women that might wish to come back over the course of the year.

I really don't think that is a big problem.

BY MR. PRYOR:

Q Would you tell us, sir, what the difference is between a flight attendant who is a schedule holder, and a reserve flight attendant?

A Yes. Each month in each domicile we post what [38] lay people like all you people would call work assignments. For the month of November those postings are up around the 10th of October.

Really what it says is we need six flight attendants to fly this sequence of flights through the month. The total is 73½ hours and we need 28 to fly this and 14 to fly that, and so forth. And that covers—that covers our schedule flying for the month. And those are bid holders. People bid and they are awarded their bid based upon their seniority.

The most senior person gets the best jobs—and the best jobs are defined differently by different people. If a married woman wants to be home with her husband every night she might take flights from New York into the Ohio Valley and back. If a more adventurous person, married or unmarried, wants to get away from home for a couple of days, she might bid a coast-to-coast flight back and forth. People bid their druthers.

Now, when that bidding is all over, we have to have a certain cadre of employees to take care of contingencies such as illness or other absences for unforeseen reasons.

If a flight attendant or a group of them [39] get

trapped out on a non-scheduled operation and they exceed the number of hours that they can fly in a given period of time, and they are illegal for their next flight, we have to have a cadre of people—they are called reserves. They are in each domicile and they are subject to be called up on short notice, to take a variety of flights.

Q In flight attendant terminology a schedule holder is also someone who is able to hold a line of time, is that—

A Right.

Q —another way of —

A Yes, that is the colloquialism that is used.

Q That means that he or she is able to plan his or her activities for that month with respect to when he or she is going to be flying?

A Yes, that is correct.

Q And a reserve is a person who because of a lack of seniority is—does not have enough seniority to hold a line of time?

A Yes, except that some people prefer to bid reserve for reasons that would take too long to go into here.

[40] Q And the desirability of particular flight schedules—some people measure it by how much money they can earn, correct?

A Yes.

Q Some people measure it by whether they have to fly a certain number of—

A —days in a month.

Q —days in a month. Others view what is called a turnaround schedule as being more desirable?

A Yes.

Q A turnaround schedule would be a schedule that doesn't require you to stay overnight—

A Right.

Q —at a layover station?

A Right.

Q You fly out in the morning and come back in the evening.

A One of the plaintiffs in this case is one of my daughters-in-law, and just before she left TWA she had one of those flights. She was senior enough to fly from LaGuardia to Denver and back the same day, and that was a real—that was a real great job because she picked up about eight hours of credit in one day and flew that for two days and had four off—nice job.

[41] Q And—

A Worked ten days out of a month.

Q Whether a flight attendant is able to bid and hold those desirable schedules, for whatever reason they may be desirable to that particular flight attendant, is determined by his or her competitive seniority?

A Yes.

Q And it is true, is it not, that the plaintiff class members who would be returning to work at TWA as flight attendants, would have sufficient seniority to be schedule holders rather than reserves?

A I would guess so, yes. I would be very much surprised if they weren't.

Q And in many cases because of the amount of seniority that they would have if this settlement agreement is approved with the award of retroactive union seniority, these persons would be senior schedule holders?

A I would guess that is correct, yes.

Q And when they return to the line, if they are awarded retroactive competitive seniority, they would be slotted in above other more junior schedule holders than themselves?

[42] A They would.

Q And because of that those other schedule holders would be farther from the top of the seniority list than they were before the plaintiffs returned to work?

A That is correct.

Q And thereby would be less able to bid and obtain the more—what we have called desirable schedules?

A Yes, that is correct.

Q And it is true, is it not, that if more schedule holders are added to the flight attendant complement—all other things being equal—that some of the junior schedule holders will be downgraded to reserve?

A Not impossible, not impossible.

Q In fact, it is quite likely in most domiciles, isn't that true?

A Well, again we are talking—I will go back to what Mr. Hartunian said earlier—we are talking about a time frame that might be a year or two from now. There is some attrition in this work force, you know. There are junior people who leave. I just don't know how many people would be knocked out of a bid down to [43] reserve, under the circumstances of which we are talking, about events a minimum of a year from now, and it could be as much as two years from now.

Q But without speculating as to what might happen between now and then, all other things being equal, if the number of schedule holders is increased the people at the bottom of the schedule-holding group are going to be forced down to reserves?

A Sure, all other things being equal, including a stable number of airplanes and so forth and so on.

Q And going on down this seniority roster, there are persons who are what we refer to as the senior reserves, who are awaiting the day when they will have enough seniority to become schedule holders, is that right?

A I suppose—I assume there are people, yes.

Q And if the members of the plaintiff class return to work as schedule holders—again all other things being equal—it will take longer for the senior reserves to achieve the status of schedule holders?

A Yes, that theory is accurate.

Q And finally, there are the junior reserves, the flight attendants at the bottom of the seniority list, who would be subject to furlough if the return of [44] the members of the plaintiff class created an excess of flight attendants?

MR. HARTUNIAN: Read that back, please.

(The pending question was read by the reporter.)

MR. HARTUNIAN: That has been asked and answered twice, I believe.

MR. PRYOR: No.

MR. HARTUNIAN: It is still the same question. You are asking will some people be furloughed because class members come back. That has been asked and answered twice—emphatically answered.

THE WITNESS: That is precisely—he is right.

MR. PRYOR: I think you are correct.

BY MR. PRYOR:

Q It is not TWA's intention to bring back the members of the plaintiff class at such a time that it—that in order to accomplish that it would be necessary to furlough the present employees?

MR. HARTUNIAN: That is objected to. You are really putting an argument into that question, which assumes that TWA could, if it wanted to, replace people then working with class members and [45] furlough those replaced people. He has said that they have no intention of doing that.

MR. PRYOR: Would you like to—

MR. HARTUNIAN: The question is—the form of the question makes it unanswerable.

Would you read it back, please.

(The pending question was read by the reporter.)

BY THE WITNESS:

A I think I have answered that twice, but I will answer it again.

No, it isn't our intention. For what it is worth, Doyle, you know, you are probably talking about people that haven't even been hired by TWA yet in a—you are talking about—you are speculating about some girl that is going to high school in Kansas today, who may be hired two years from now.

BY MR. PRYOR:

Q Who some day my client will have to represent.

A Yes.

Q It is true though, is it not, that if the returning members of the plaintiff class are brought back with retroactive competitive seniority—I will withdraw the question. Strike that.

[45A] Do international flight attendants make more money than domestic flight attendants?

A They do.

Q It is true, is it not, that there will be members of the plaintiff class who wish to return and will have the wherewithal to fill vacancies as international flight attendants? Is that correct?

A Yes.

Q Because of the size of the work force and the nature of the operation, it is not possible, is it, to identify the names and seniority dates of the most junior flight attendants who are schedule holders or the most senior flight attendants who are reserves, for any period of time in the future, is it?

A No, it is not.

Q You have to take it almost on a daily basis, is that right?

A That's right.

Q Are you aware of any flight attendants employed by TWA, or who were employed by TWA during the period of TWA's no-motherhood, in quotes, policy, who gave up marriage or having children in order to keep working as flight attendants?

A I am not aware of any such person.

[46] Q Are you familiar with TWA's retirement plan for flight attendants?

A Yes, generally.

Q Is it true that both TWA and the flight attendant employees contribute to the fund?

A Yes.

Q The present flight attendant employees of TWA have made such contributions during the term of their employment, is that right?

A That is correct.

Q And TWA has contributed specific amounts for those employees and on their behalf, to the retirement fund?

A That is correct.

Q During the period since the termination or resignation of the members of the plaintiff class, TWA has not made any contributions to the retirement fund on their behalf?

A They have not.

Q If the court restores union seniority to the members of the plaintiff class who return to work at TWA, will they be credited with years of credited service under the retirement plan?

A I don't know. The agreement with those people [47] that Mr. Hartunian represents is silent on that point, and how we will work that out, whether it would be a subject of bilateral negotiations with your client—I just dont' know at this particular point in time.

Q Has TWA agreed, or does it have any plan to contribute to the fund on behalf of the returning class members for those years that they did not work?

A We have no present plan to do that.

Q Or agreement?

A Or agreement.

Q Is there any agreement or plan to collect contributions from the returning class members for those years that are restored retroactively?

A As I said, counselor, this question falls within the

purview of an earlier answer. The agreement is—with Mr. Hartunian and his clients—is silent on that point, and I am sure it will be an issue to which we will address ourselves or be forced to address ourselves, and what we will do I don't know.

Q I take it then you also don't know whether they will be entitled to retirement benefits based on any years that are restored to them—

A No, I do not.

See, the retirement plan, among other [48] features, is a contributory plan. Not all flight attendants are members of the plan. Whether some of these people coming back would choose to remain members, whether they were members before—I just don't know. There is a whole host of questions here to which we have not addressed ourselves.

MR. PRYOR: Let me just take a minute to confer with Steve.

(Brief interruption while Mr. Pryor and Mr. Fehr left the deposition hearing room.)

MR. HARTUNIAN: Mr. Crombie—

MR. PRYOR: I have just a couple more questions.

MR. HARTUNIAN: Sorry.

BY MR. PRYOR:

Q Mr. Crombie, under the terms of the settlement agreement TWA has agreed to do certain things which will lead to the reemployment of the members of the plaintiff class within one year following the final order date, as that term is defined in the agreement, correct?

A Yes.

Q So I guess what I want to know is if the settlement is approved, obviously TWA will be obligated to do these things within the time period specified [49] after the final order date, but does TWA have any plan or intention of taking steps to return members of the plain-

tiff class before the final order date, as defined in the settlement agreement?

A No, we have no such plans. We are not going to do anything until the final order is signed.

[50] Q You testified that your role in the negotiation of the settlement agreement related to, among other things, the amout of money that was going to be paid pursuant to the settlement.

A Uh-huh.

Q Under the terms of the settlement there is a total monetary payout of $3 million—

A Uh-huh.

Q —one-half of which is to be paid to members of class group A, and one-half of which is to be paid to members of class group B.

Did TWA offer to pay a total of $3 million to be divided up however the class members wished, or did TWA make an offer of a million-five to one class and a million-five to the other?

THE WITNESS: Excuse me just a minute.

(Here followed a conversation between the witness and his attorney, Mr. Carton, scoto voce.)

BY THE WITNESS:

A The key number for us was three million bucks. There were lots of conversations among the—myself and Mr. Carton and Mr. Hartunian, Mr. Shure and Mr. Hoffman, and where we ended up is where we ended up.

[51] CROSS-EXAMINATION

BY MR. HARTUNIAN:

Q Mr. Crombie, as I understand your testimony and as I understand the agreement, no returning class member will be assigned to a base unless there is a vacancy at that base?

A That is correct.

Q In order to determine what is a vacancy I would like to ask you some questions—and I may be able to shorten this.

Is it correct that whether or not a vacancy or vacancies exist at one base or another, is purely a function of how many people TWA wants to see listed at that base?

A Well, it is rather a function, Mr. Hartunian, of what we conceive to be for a given period—a given month—our manpower or womanpower needs to cover the flights that are going to originate at that base.

Q So that is a matter of your own business judgment?

A Yes, it is.

Q Assuming that there is some base somewhere—let's just take a hypothetical. Let's say—

A Boston.

[52] Q Let's say Boston, both domestic and international—I believe there are some 700 odd people listed there, right?

A Right.

Q You could tomorrow decide that you want 800 some odd people there?

A That is correct.

Q That would mean that there would be 100 vacancies?

A That's correct.

Q And assuming also hypothetically that with a complement of 722 people listed both domestic and international at Boston, if you decided that you would rather see 600 and some odd people there than 700 and some odd people, and through a combination of attrition, resignations and furloughs it came down to just five over the number you wanted—or rather five less than the number you wanted—then even after all that there would only be five vacancies instead of 105?

A That is correct.

Q So in other words you couldn't put it any more accurately than what you said earlier, which is that the number of vacancies is purely a function of what TWA determines is the number it wants at any [53] particular base?

A That is correct.

Q Now, is it correct that from time to time the number of people on any particular list may change for a variety of reasons? For example, the death of somebody on the list would cause the number of people on that list to be that much less—less by one, right?

A Right.

Q And there are resignations from time to time, and retirements?

A That's right.

Q Promotions also would account for the departure of somebody from a particular base?

A That's right.

Q Job changes not necessarily involving promotion? A person might go from flight attendant to some other job and thus—

A That's correct.

Q And then as you testified, expansions and contractions because of seasonal business or economic conditions causes the number on any list to change from time to time?

A Yes, and that is the biggest single factor, the expansion-contraction factor.

[54] We have a term, putting time into a base or taking time out, and it normally relates to the most economical way to pair up the flight attendants so we can get as much work out of them in a given month as is possible under the agreement.

Q Now, Mr. Pryor asked you some questions which elicited your description of present conditions as being something akin to a reduction or at least a movement toward reduction the way things look now, looking to the next 90 days, is that right?

A Yes, sir.

Q Similarly, by virtue of those same facts, if all of the class members were to return today—and let's say they all finished their retraining last night—they would be faced with the situation today where there is no vacancy at any base?

A That's correct.

Q So if all of those class members came back either today or at some time in the future when conditions are the same as they are today, they would not be assigned to any base?

A That's correct.

Q And therefore that combination of facts would result in no dislocation or hardship or change to anybody [55] presently employed?

A That's correct.

Q I don't know if you know these figures. With respect to the number of people who have left the status of flight attendant for the various reasons that I described: Death, resignation, firing, retirement, promotions and so on, were there—have there been this year a total of 101 such removals from one list or another?

A I heard a figure of 112 or 114 the other day—We are not that far apart—which is sort of a shocking figure for me—or to me, because back several years ago the turnover rate in this group was about 20 percent a year, now it is down to practically zilch.

Q In 1978 were there about 114?

A Yes, that is my recollection.

Q In prior years the turnover that you described as 20 percent means that in those years 20 percent of the total force left for any one of these reasons we have described?

A Yes.

What happened—and I am going back some years—but there was a period in the late 60's when the average seniority among this work force was [56] around 22 months; it is now over nine years.

Q The average seniority now is much higher than it was ten years ago?

A Oh, yes, yes, materially higher.

Q Has that average seniority steadily increased?

A Yes.

Q Has that been partly a function of the fact that the 35-year age limit was brought to an end?

A That's right.

The marriage rule was brought to an end, the mother's rule was brought to an end, more men had been employed and the job pays more—it is a pretty good job.

Q Now, I believe you testified that right now there are somewhere between 400 and 600 women on leave?

A Yes, that is my best estimate.

Q Is it correct that every one of those women who are on leave now are on leave by virtue of their own free will?

A Yes.

Q Every one of them voluntarily applied for a leave?

A Yes.

MR. FEHR: Excuse me. You would be referring [57] to flight attendants on leave, wouldn't you?

I am sure there are a number of males that are—

MR. HARTUNIAN: If I used the feminine gender that only shows my bias in this case.

BY MR. HARTUNIAN:

Q And as I understand your testimony, Mr. Crombie, the situation today because of economic conditions and this season being a deflated season anyway in the normal course of things, you have elected to become more permissive in granting leaves that have been requested?

A That's correct.

Q More permissive than you otherwise might have been?

A That's correct.

Q Is it your practice today to give leave to anyone who asks for it?

A Generally, yes, depending upon differences in the given domicile.

For example, we had to withhold some leaves in the New York international domicile that were requested for September because we just couldn't get people moved in there fast enough to train them to take the place of those who requested those leaves. We had [58] to turn them down. But as a broad generalization, Mr. Hartunian, anyone who wants a leave today has a very, very good chance of getting it.

Q So is it fair to say that not only are all of the women on leave now—all of the flight attendants on leave now—people who asked for leaves, but in addition there are some people who asked for leave who didn't get it?

A That is correct.

Q Now, you have testified that TWA has no intention of implementing the return to work of any of the class members until a final order date—

A Yes.

Q —has occurred.

A Yes.

Q Do you understand that final order date to mean not just the entry of an order by Judge Roszkowski, but the date when that order becomes final within the definitions of the agreement?

A Yes, I do.

Q And that means the conclusion of all the appellate processes that might and probably will occur in this case?

A I understand.

[59] Q So only then does the period begin when you start offering retraining classes to those class members who have indicated that they want to come back?

A Thats' correct.

Q Then there is another year in which you have to implement that retraining?

A That is correct.

Q Hypothetically assuming a delay of six months to a year from now will occur before a final order date, that would mean that the retraining process would not be completed until sometime between a year and a half and two years from now?

A That's correct.

Q Now, with respect to the possibility that a non-class member employee would not return from furlough because of the advent of the return of a class member, is it correct, Mr. Crombie, that in order for that to happen, first of all there would have to be a furlough?

A That is precisely right.

Q And you don't know for sure whether there will or will not be any furlough?

A That is right.

Q You don't know either for sure or based on any solid basis—I think was the words you used—that [60] there will be as much as one furloughed person between now and two years from now?

A I can't state with any assurance that would take place. On the other hand, as I previously testified, I can't state with any assurance that that will not be the case.

Q Assuming that there are furloughs, one or more furloughs between now and the time any class members complete retraining—assuming that were the case—then in order for a furloughed employee to find himself or herself unable to return in the time that he or she would have returned but for the advent of a returning class member, that would have to happen as follows, wouldn't it: Namely, that TWA would have to make a determination that it's time to bring in some more people into that base where there were some furloughs, and that

would have to happen at the same time that there was then poised to re-enter the system a returning class member or members, is that correct?

A That is correct.

Q And inasmuch as people who are furloughed are the most junior people on the list, is it not correct that in order for that to happen, that is, in order for this situation, this hypothetical situation of a furlough [61] followed by TWA's decision to reverse the effects of the furlough—all of which would have to happen a year and a half to two years from now—isn't it correct, based on that hypothetical which assumes a lot of facts, that in all likelihood the hypothetical furloughed employee would be somebody who hasn't even been hired yet?

A That is what I alluded to earlier.

MR. PRYOR: Excuse me. I want to object to the form of the question because somewhere back at the beginning of it it assumed a fact that is not consistent with the collective bargaining agreement, that the persons who are on furlough necessarily are the most junior flight attendants on the list.

It is possible, I believe, for flight attendants to accept furlough rather than transfer to another domicile and bump the most junior flight attendant in the system. So I think that the question assumes facts that are not only not in evidence but simply not true.

BY MR. HARTUNIAN:

Q And was that what you had in mind when you referred to the gal or guy who was the subject of Mr. Pryor's questions about furlough and the hardship [62] caused by that furloughed employee by the return of a class member, in all likelihood being a person now in high school somewhere in Kansas?

A Yes, that was the reference that I made.

Q Has TWA hired 500 and some odd people each year for the past few years?

A That is a good, round number. Some years more, some slightly less. I think we have hired as many as 800 in a year in the past few years.

Q And naturally those people were hired because TWA's business judgment was such that it declared vacancies?

A Yes. We needed them.

Q Is there any reason you know of why you don't expect that to happen next spring?

A I alluded to that in part in answer to another question, Mr. Hartunian. At the present time we have no plans to hire people in the last quarter or indeed in the first quarter of 1980, which is normally our big recruitment and hiring period. People go into training programs normally around the end of March or in April. We have no such planning at the moment.

Q How about 1981?

A My feeling is that if we get [62a] through 1980 without hiring anybody, unless the economy of this country goes completely to pot we will be back on a normal hiring sequence.

Q And if so—

A Which means in the fall of 1980 we will be recruiting flight attendants again.

Q And if by then or in the spring of 1981 you were faced with a manpower situation which would, except for the class members, call for the hiring of 500 and some odd people, instead of hiring those 500 and some odd people you would only hire 200 and accept some—excuse me—you would only hire 300 and then take these 200 class members who want to return to work?

A Yes, that would be our normal planning process. [63] Q Has TWA hired 561 new flight attendants this year?

A That sounds like a familiar number.

Q And of course whenever you hire the next 100 or 200, or however many it is, they become the most junior?

A Yes, that is correct.

Q And they would then be the ones who would be furloughed?

A That's correct.

Q Now, when—

(Mr. Shure prepares to leave the deposition hearing room and the following proceedings are had herein:)

MR. PRYOR: Do you have any objection to our continuing on in your absence?

MR. SHURE: No, go right ahead.

(After Mr. Shure's departure the taking of the deposition proceeded as follows:)

BY MR. HARTUNIAN:

Q If at some time in the future TWA decided to give notice of furlough to one or more bases, the most [64] junior people would be the ones who would get that notice of furlough, right?

A Yes, sir.

Q Those persons then have an option, do they, to displace somebody on another base where there are people junior to him or her?

A Yes.

Q In such an event that person—

A The first thing—let me state, Aram, that my understanding of the procedure is that the first thing that would happen is that if we declared there was a surplus at a given base we would be required to request leaves of absence at that base—personal leave of absence—and we would either get sufficient leaves or we would not—to cover the furlough.

In either event, if we didn't get sufficient leave some number of people would be furloughed. Even if we got sufficient leave we could exercise a right not to honor all those leaves, but to furlough some.

The next action in the furlough procedure is that the person subject to furlough at that base looks around the system to see if there is someone junior to him or her, where he can go, and he elects, if he [65] chooses, to go there, and then that person drops off the end of the pile.

Q O.K., that is an option that is open to the furloughed employees?

A That's right.

Q But it is not mandatory, is it? That person can cimply accept the furlough?

A Yes, that is correct.

Q And then wait for the time when there is no longer a surplus and that person could then return?

A Right. And normally I think they would accept the furlough because it means moving. If you are married, for example, and you live in Boston and the opening is in Chicago, and you have a child, you probably—and your husband is employed as an attorney making large amounts of money—you probably wouldn't want to leave Boston. So that is an option that isn't exercised too frequently.

Q But it is an option which the employee can, if that employee—if that flight attendant sees fit—can exercise?

A Yes.

Q In such case that employee has a choice then of transferring literally—I don't mean to use that [66] word the way it is in the agreement—but to change residence to the new domiciliary list?

A Yes, at his or her own expense.

Q The moving expense, you mean?

A Yes.

Q Or that person can commute, if that person wants to?

A Yes.

Q If that person wanted to commute, does he or she have the right to take space on flights on a jump-seat basis?

A Yes.

Q Is that called X-cap?

A X-cap, right.

Q That is a right which such a person has in order to commute to the base to which that person chose, rather than be furloughed?

A Right. But to frame that in—in order to make the thing realistic, the persons subject to furlough would normally be reserves, and it would be very hard to discharge the obligations of a reserve as spelled out in the agreement, if you had to commute from Kansas City to Boston, because a reserve has to be on stand-by at certain periods of time, and it just is not practical.

[67] Q Well, that is illuminating, and I thank you for that. In other words, a person furloughed will in all likelihood be a reserve to begin with?

A Oh, yes, yes.

Q So by being furloughed that person would lose whatever is the inherent worth of being on reserve status?

A That's correct.

If we got into the furloughing of bid holders we would be into a very very big furlough, and I don't anticipate anything like that.

Q I think you mentioned that in the bidding for routes—if I may use that simple word—what is desirable for one person to bid for is not necessarily what is desirable for another?

A That is correct.

Q I think you said, if I heard you correctly, that some people actually prefer reserve status.

A That is correct.

Q I believe there was a question Mr. Pryor asked you, the answer to which was that in the event of a vacancy at a time when the class members were poised to come back, that the return of that class member would push

somebody with less seniority on that list down [68] further from the top?

A That is correct.

Q That isn't literally correct, is it? Isn't it correct that there would have to be a vacancy, and what would happen then would be that by the return of a class member to fill that vacancy, a person junior to the returning class member would still be exactly as far from the top as he or she was to begin with? It is just that he or she didn't get to move up a notch?

A Well, when push comes to shove—I mean, we can go on or off the record here—but the big problem with the people that Mr. Pryor represents is the kind of bidding opportunities that they will be deprived of.

Let's take a relatively small base like Boston, and let's assume that there are 20, 25 cream puff jobs at Boston.

By cream puff, I mean the job of flying from Boston to Denver and back the same day—and I am not even sure there is such a job—but there are cream puff jobs, and the 20 senior people do that, and all of a sudden into the base, which is a relatively junior base, appear 15 mothers all seniors to all but the top two presently there. [69] Now, what happens in that event is that 18 of the 20 cream puff holders have to scrounge around and look for something else. That is basically what the problem with seniority is. I don't think these people are concerned about—oh, they mutter a little bit about people coming back and getting high pay, that have been off on their own for ten years, but basically when push comes to shove the concern is someone is going to come in and move me out of my bid, and that ain't fair. That is what we are talking about.

Q You don't mean to suggest that the hypothetical numbers you just portrayed are in any way accurate or realistic, do you?

A In a small domicile it is not impossible—

Q Do you know—

A —because some of these people coming back would

be coming back with—I don't know—15, 18 and 20 years of seniority, I would guess, and that is a lot of seniority in bases like some of the—some of the smaller bases.

Q Do you know of any cases in which there is a substantial number of class members who would have 15, 18, 20 years of seniority?

A Well, I am trying to think. I only really know [69a] one class member well, and she would be now 35 years old. She started at 21—she would have 14 years of seniority, less the amount she would take away because of having babies and so forth. So let's assume she had 12 years of seniority. In Boston that is a lot of seniority.

Q Well, does that mean to say to you that in your opinion the major impact of the return of the class members will be to deprive—not to deprive, but to move down a notch or a number of notches those women who have enough seniority at some particular base to get the most plush, most sought routes?

A I think basically that is it.

Now, there is a certain—going to be a certain amount of emotional rancor expressed about why should she come back, I have been here for all these years and have been trying to fight my way up to the top rate, and she is getting the top rate of pay—but I think the real—I have talked to a few flight attendants. The real push is the fact that somebody comes in, some number come into a base, and people who have had their druthers for quite a while on the jobs they bid are going to be downgraded on their bids. I think that is the big rub.

[70] Q Isn't it correct, Mr. Crombie, that had these class members never been terminated in the first place—

A They would be there anyway.

Q —they would be there anyway, and the women whom you refer to as grumbling wouldn't be in the positions they are now?

MR. PRYOR: I am going to object to the form of the question as calling for speculation and conjecture. Whether these class—

MR. HARTUNIAN: The whole thing is speculation.

MY. PRYOR: Whether these class members would have been there since 1970, given the turnover rates that Mr. Crombie has already testified to, is entirely speculative and hypothetical.

MR. HARTUNIAN: Sure it is. The whole thing is, as Mr. Crombie's entire scenario about some women having a cream puff position now, and the numbers he is talking about and her grumbling is all hypothetical. I mean merely to join Mr. Crombie in that hypothetical.

BY MR. HARTUNIAN:

Q So I ask you, is it not correct that assuming all those same hypothetical facts that you just really [71] imagined, that if these women that you are talking about, these senior class members, had never been terminated in the first place, they might very well be in the very positions that the grumblers are now grumbling about?

MR. PRYOR: Same objection, as calling for a speculation, conjecture.

BY THE WITNESS:

A I mean if we are talking about a hypothesis, yes, that is part of the hypothesis.

BY MR. HARTUNIAN:

Q With respect to a junior schedule holder, that is somebody senior enough to hold a schedule but junior compared to the other schedule holders, that description of a hypothetical flight attendant being downgraded to reserve because of the advent of a class member or class members. In that situation the junior schedule holder would then become a fairly senior reserve, is that right?

A That is correct.

Q And so that person would then have to wait some period of time to get back to where he or she would become senior enough to be a schedule holder?

A That is correct.

[72] Q The delay is one which might be a short time, is that right?

A It might be a short time. It depends on the domicile.

In Los Angeles it could be a long time. Los Angeles people like to work in Los Angeles, and we have got people out there with seven or eight years of seniority that are on reserve because they can't hold a bid line.

Q The entire question of how much time that person, that junior schedule holder, would be delayed in resuming being a schedule holder, is a function of a lot of things, isn't it?

A Yes, it is.

Q Economic conditions?

A That's right.

Q Attrition by reason of death, resignation, promotion and so on? In other words, the whole question of how many vacancies occur, and when?

A That's correct.

[73] Q With respect to the retirement funds, does a new employee have to wait some period of time before he or she is eligible to become a member of the fund?

A My recollection is that they do, although we might have made a change in that in the last round. But my recollection is they have to wait a year. And that is easily ascertainable by looking at the agreement.

Q Once a person is eligible, then that person has a choice of joining or not, is that right?

A Correct.

Q Is this fund contributory by the employee?

A Yes.

Q So once a person elects to join the fund and becomes a member along with the others who have joined it, then deductions are made from that employee's checks?

A Yes.

Q And TWA also contributes to the fund based on actuarial figures?

A That is correct.

Q To put it probably more simply than is proper, but in order to simplify for these purposes, I take it that TWA makes a calculation actuarially to determine how much money is necessary to add to the employees' contributions so as to bring the fund up to the amount [74] of money necessary to accomplish the stated objective of the retirement fund?

A That is correct.

Q What happens to an employee who has made contributions for one year or two or five, and who then is terminated?

A If he or she is not vested, nothing happens; he just leaves, and the money that he has contributed remains in the fund.

If he is vested—or she is vested—and I forget what the vesting requirement is, whether it is five years or ten years—she has an option to let the money remain there and elect to retire at some age down the road, or she can withdraw her money at interest four percent, I believe.

Q If that person is terminated before the vesting period, which I think your recollection was five years?

A Yes, I believe that is correct.

Q Well, if back in the late sixties there was a one-year waiting period and a five-year vesting provision, that would mean an employee with six years' seniority or less if terminated would walk away from the plan and lose his or her money?

[75] A That is correct.

A And that money then goes into the fund and redounds to the benefit of everyone in the fund who survives that terminated employee, is that correct?

A Yes, that is one way to put it.

Q So that happened to some number of the class members in this case?

MR. PRYOR: Objection. That assumes facts not in evidence, and is speculative and conjectural because it assumes that plan that Mr. Crombie is testifying about as presently in effect was in effect whenever it was that the class members were terminated.

BY MR. HARTUNIAN:

Q Well, let me ask, Mr. Crombie, was a plan of the nature that you and I have just gotten through describing through questions and answers—was that in effect in the late 1960's?

A There was a retirement plan for flight attendants in effect then. I think it was a far less liberal plan in terms of its benefits and the plan now in effect. It was also a contributory plan.

A very small percentage of flight attendants were members of the plan, and for a lot of reasons, including the high turnover rate, they were [76] really only a relative handful of flight attendants who were in the plan.

Q Now, whoever they were and how many they were, those who were terminated with not enough seniority—that is, not enough time to become vested—simply lost—

A That is correct.

Q —the contributions which they had made?

A That is correct.

Q Now, I believe that at some point TWA decided that $3 million was the maximum amount of money which it would commit to offer to pay the class members as part of the settlement in this case, is that right?

A Yes.

Q Do you know in what form or manner the offer was communicated to the representatives of the class? First, let me ask you, did you personally communicate that offer to myself or anybody else representing the class, or was it Mr. Crombie?

A It was Mr. Carton.

Q You weren't present when that offer was made?

A No, I was not present.

Q You don't know then whether the offer was made in terms of a million and a half dollars to each of [77] the two classes?

A No, I couldn't testify that I was there directly and heard the colloquy between you and Mr. Carton.

Q Do you know in what form that offer was made? Do you know whether or not Mr. Carton offered a million and a half dollars to the two subclasses?

A I do not.

MR. HARTUNIAN: I have no further questions.

MR. PRYOR: Do you have any questions, Mr. Carton.

MR. CARTON: No.

MS. O'LAUGHLIN: No.

MR. PRYOR: I have a few questions Mr. Hartunian's questions generated.

REDIRECT EXAMINATION

BY MR. PRYOR:

Q The flight attendants who are presently on butterfly leave, is that leave such that there is a date certain when these flight attendants are scheduled to return to work?

A Yes, it is.

Q Will their return to work at the end of their butterfly leaves be affected in any way by the approval [78] or non-approval of the settlement?

A No.

Q You testified as to what your understanding of the present employees' concerns were regarding this settlement, and generally you have said their principal concern was about bidding, the effect of the return of the class members with union seniority on their ability to bid schedules and that sort of thing. Isn't it true that there are a lot of things—well, not a lot—there are things besides just bidding for schedules that are governed by flight attendants' competitive seniority under this collective bargaining agreement?

A I don't recall anything of enormous significance beyond bidding. You mean vacation preferences?

Q Okay, that is one. Vacation preferences are governed by union seniority. Furloughs are governed by union seniority.

A Yes.

MR. HARTUNIAN: Mr. Pryor, we will stipulate with you that senority is important.

MR. PRYOR: But I want to establish in what areas. Well, let me ask you this: We have made a list of the items in the collective bargaining [79] agreement and in the in-flight service manual that are governed by or affected by competitive seniority or non-competitive seniority, and had it marked Intervenor Union Exhibit 16. I think we can avoid this line of questions if we can agree that—if we may—that the Court can receive Intervenor Union Exhibit 16 in evidence.

MR. HARTUNIAN: I have not yet seen any Exhibit No. 16, but I can tell you that isasmuch as we will have no objection to the labor contract going in evidence or that manual you are talking about, you can argue all you want from that and you won't have to take the time of asking this witness to characterize one provision or another in those two volumes.

BY MR. PRYOR:

Q It is true, is it not, that a reserve flight attendant is required by TWA to be able to report for work at the airport within two hours of when he or she is called to work?

A Under certain conditions, yes.

Q Are there any conditions of which they are not required?

A You know, we have a standby rule, Mr. Pryor, [80] and if a person is put on standby, they can receive either less or more than two hours' notice. A person put on standby is being paid for it. Someone can say "We need you right now," and they have to go jump on the job.

But the two-hour rule is generally the case.

MR. PRYOR: That is all I have.

MR. HARTUNIAN: I have no further questions. Will you stipulate to signature.

MR. CARTON: All right.

MR. PRYOR: Waive presentment and signature?

MR. CARTON: Yes.

MR. HARTUNIAN: I suggest that at the first opportunity Mr. Carton examine the transcript. If there is some glaring error, he can make a correction. But I have certainly no insistance on signature.

MR. CARTON: Very good.

(Witness excused.)

[Certificate of notary omitted in printing]

INTERVENOR-UNION'S MOTION TO RE-OPEN THE RECORD FOR THE PURPOSE OF INTRODUCING EXHIBIT NO. 27 AND SUGGESTIONS IN SUPPORT THEREOF AND ATTACHMENT

[Filed on October 17, 1979 Sustained on November 28, 1979]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

[Title omitted in printing]

Comes now the Intervenor-Union and today moves to re-open the record for the sole purpose of introducing Intervenor-Union Exhibit No. 27.

On October 12, 1979 TWA announced that 164 Flight Attendants would be furloughed effective October 30, 1979; and that an additional 70 Flight Attendants will be given the option of displacing Junior Flight Attendants at another domicile or being furloughed. The furloughs have an expected duration of eighteen months.

Exhibit No. 27 is the furlough notice issued by TWA on October 12, 1979. We believe that it is quite important that the record contain this Exhibit. Obviously, the return of class members with seniority may have a significant impact upon when and if the furloughed Flight Attendants are allowed to return to their jobs.

Respectfully submitted,

COGHLAN, JOYCE & NELLIS
One North LaSalle Street, Suite 4000
Chicago, Illinois 60602
Tel: 312-346-7174

By /s/ James L. Coghlan
JAMES L. COGHLAN

/s/ Thomas J. Reed
THOMAS J. REED

JOLLEY, MORAN, WALSH, HAGER & GORDON
1300 Traders Bank Building
1125 Grand Avenue
Kansas City, Missouri 64106
Tel. 816-474-1240

By /s/ William A. Jolley
WILLIAM A. JOLLEY

/s/ Scott A. Raisher
SCOTT A. RAISHER

/s/ Steven A. Fehr
STEVEN A. FEHR

[Certificate of service omitted in printing]

POST ON ALL FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING FURLOUGHED NEW YORK INTERNATIONAL PURSERS ARE AWARDED THE FOLLOWING DISPLACEMENT OPTIONS EFFECTIVE OCTOBER 31, 1979.

SEN NO	PRN	NAME	DOMICILE	STATUE
3019	24259	CASAS R	JFK	C/A
3020	80482	DEOLIVEIRA F	JFK	C/A
3029	80482	VANRENSSELAER L	JFK	C/A
3034	31505	PHILLIPS J	JFK	C/A
3035	31490	BACHURETZ W	JFK	C/A
3058	31506	SANTINI B	JFK	C/A
3059	31498	EGAN F	JFK	C/A
3144	32074	MINEO D	JFK	C/A
3488	34478	LINGG Y	JFK	C/A
3662	35643	GILL C	JFK	C/A
3909	32158	STEPHENS H	NYD	C/A
4009	38591	LYLE J	JFK	C/A
4117	39165	RETTERER R	NYD	C/A
4205	39916	GILLHAM K	JFK	C/A
4348	42711	WILLIAMS L	JFK	C/A
4475	43796	MCQUIN-SMITH K	NYD	C/A
4478	43866	MACUR M	NYD	C/A
4510	43942	HOWARD F	NYD	C/A

NYCHA/DEWEY W.
END 1 of 1

HH7 00124 10/121541

POST ON ALL FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/A/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING NEW YORK DOMESTIC CABIN ATTENDANTS ARE FURLOUGHED EFFECTIVE OCTOBER 31, 1979. LAST DAY IN PRESENT STATUS WILL BE OCTOBER 30, 1979.

SEN NO	PRN	NAME
7063	67153	ROTUNDO S L
7062	67158	BROGAN M A
7061	67144	CLAUSEN J R
7060	67154	SALAMONE M T
7059	67142	BURK J P
7057	67156	WASHINGTON V R
7056	67140	PARISI P K
7046	67148	MCGARVEY S
7043	67150	MILLS H S
7041	67152	NOLDON R M
7036	67155	SCHROCK C B
7034	67146	FRAZIER B A
7032	67147	LARRAGUETA J A
7030	66556	POLK V R
7029	66548	FELDMANN J A
7028	66545	CORRENTI K A
7027	66544	BARDIZBANIAN A
7026	66547	DUNCAN L M
7022	66558	SINCLAIR H E
7021	66552	MCNAMARA J M
7020	66555	PENA A
7019	66550	KOEHNEMANN J T
7011	66561	WILD A T
7003	66553	MARTINEZ P J
7002	66546	DELAPAZ Y S
6995	66068	STANDQUEST D
6994	66045	POWELL J L
6985	66043	LOZA J A
6984	66066	SMITH J B
6983	66049	SZILAGYI S
6980	66061	ONEILL W G
6979	66050	TITKO-FRIED B A
6978	66052	TRAINOR E M
6977	66044	MAGUIRE D L
6976	63746	BRONDER G A
6975	66055	HARRIS B J

SEN NO	PRN	NAME
6974	66032	BISHOP C E
6972	66065	SARMANIAN G
6971	66053	DOYLE S M
6969	66036	COSEY D V
6968	66047	SEDEKIS S E
6967	66069	TEEPLE T
6963	66038	DOYLE M A
6961	66046	RODI L G
6957	65976	SOLIMEO S
6951	65990	BARTLEY L
6944	65979	OAKES S
6943	65974	SMITH A Y
6939	65925	BRUCH M
6938	65965	MOSELEY M
6937	65938	DIDIER R
6936	65973	ROGAN C
6935	65961	KILDOYLE K
6934	65954	GILL K
6932	65956	HENDERSON JR D
6930	65924	BRILL V
6929	65970	RAU S
6928	61264	TRUBIA L
6927	44342	CRAWFORD D

* * * * *

IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT PERSONAL LEAVES OF ABSENCE ARE AVAILABLE TO FLIGHT ATTENDANTS AT THE DOMICILES WHERE THE REDUCTIONS IN FORCE ARE OCCURRING. THE NUMBER OF LEAVES BY DOMICILE ARE AS FOLLOWS. . . . . .

BOS-D C/A 18
BOS-I C/A 19

STL-D C/A

THE ANTICIPATED DURATION OF SUCH LEAVES AS WELL AS THE ANTICIPATED DURATION OF FURLOUGHS IS APPROXIMATELY 18 MONTHS. THE RECALL TO ACTIVE STATUS IS EXPECTED TO BE SECOND QUARTER 1981.

SINCE THE ABOVE LISTED FLIGHT ATTENDANTS ARE THOSE SYSTEM-WIDE FLIGHT ATTENDANTS WITH THE LEAST AMOUNT OF SENIORITY THERE ARE NO ANTICIPATED DISPLACEMENT OPTIONS NOR ARE THERE ANY VACANCIES IN THE SYSTEM.

IN THE EVENT THAT LEAVES OF ABSENCE ARE REQUESTED FOR THE ANTICIPATED PERIOD OF THE FURLOUGH IN EQUIVALENT NUMBERS BY CATEGORY AND LOCATION WHERE THE FURLOUGH IS AFFECTED THE ACTUAL NUMBER OF FLIGHT ATTENDANTS BEING FURLOUGHED WILL BE REDUCED ACCORDINGLY.

FURLOUGHED FLIGHT ATTENDANTS WILL BE RECEIVING FORMAL NOTIFICATION VIA U.S. MAIL ADVISING THEM OF THEIR FURLOUGH STATUS AND THE DATE AND TIME THEY ARE TO REPORT TO THE INFLIGHT SERVICES OFFICE FOR PURPOSES OF RETURNING COMPANY ITEMS—I.D. CARDS—LEAVING A MAILING ADDRESS WITH THE COMPANY—ETC. NYCHA/DEWEY W.

POST ON ALL FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/A/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING CHICAGO DOMESTIC CABIN ATTENDANTS ARE FURLOUGHED EFFECTIVE OCTOBER 31 1979. LAST DAY IN PRESENT STATUS WILL BE OCTOBER 30, 1979.

SEN NO	PRN	NAME
6996	66072	HOOPS M P
6993	66042	LEWIS V L
6692	66070	WAGNER B A
6991	66059	MAHERAS C P
6990	66067	SMITH J G
6989	66041	LAMBRIGHT L S

SEN NO	PRN	NAME
6988	63136	BROWNLEE T E
6987	66054	ELMORE S A
6986	66057	LEPINSKY S E
6982	66048	SMITH T A
6981	66033	BERGER E
6973	66071	WEATHERS H M
6970	66062	PEREIRA J A
6966	66056	JULIANO K A
6964	66037	CRIBARI K A
6962	66040	HUMBLE P A
6926	65760	ETCHEVERRY M
6920	65747	ADAMS R
6918	65789	DREYER D
6917	65768	PRICE J
6914	65764	MCGORY J
6913	65762	HOYT E
6912	65761	HENDRICKS S
6911	65773	VOGELSANG C
6908	65791	HAYWOOD J
6906	65763	LYSAGHT R
6905	65805	WHITNER W
6904	65767	PLUCHECK C
6903	65749	ALVES M
6901	65790	ESTILL G
6900	65783	CASE M
6897	65758	DUVIELLA C
6896	65800	MATYJASIK J
6895	65804	STUBBLEFIELD C
6894	65793	HENRY M
6892	43420	GRANGENOIS G

IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT PERSONAL LEAVES OF ABSENCE ARE AVAILABLE TO FLIGHT ATTENDANTS AT THE DOMICILES WHERE THE REDUCTIONS IN FORCE ARE OCCURRING. THE NUMBER OF LEAVES BY DOMICILE ARE AS FOLLOWS.....

BOS-D C/A 18
BOS-I C/A 19
ORD-D C/A 36
JFK-D C/A 59
STL-D C/A 32

THE ANTICIPATED DURATION OF SUCH LEAVES AS WELL AS THE ANTICIPATED DURATION OF FURLOUGHS IS APPROXIMATELY 18 MONTHS. THE RECALL TO ACTIVE STATUS IS EXPECTED TO BE SECOND QUARTER 1981.

SINCE THE ABOVE LISTED FLIGHT ATTENDANTS ARE THOSE SYSTEM-WIDE FLIGHT ATTENDANTS WITH THE LEAST AMOUNT OF SENIORITY THERE ARE NO ANTICIPATED DISPLACEMENT OPTIONS NOR ARE THERE ANY VACANCIES IN THE SYSTEM.

IN THE EVENT THAT LEAVES OF ABSENCE ARE REQUESTED FOR THE ANTICIPATED PERIOD OF THE FURLOUGH IN EQUIPMENT NUMBERS BY CATEGORY AND LOCATION WHERE THE FURLOUGH IS AFFECTED THE ACTUAL NUMBER OF FLIGHT ATTENDANTS BEING FURLOUGHED WILL BE REDUCED ACCORDINGLY.

FURLOUGHED FLIGHT ATTENDANTS WILL BE RECEIVING FORMAL NOTIFICATION VIA U.S. MAIL ADVISING THEM OF THEIR FURLOUGH STATUS AND THE DATE AND TIME THEY ARE TO REPORT TO THE INFLIGHT SERVICES OFFICE FOR PURPOSES OF RETURNING COMPANY ITEMS—I.D. CARDS—LEAVING A MAILING ADDRESS WITH THE COMPANY—ETC.

NYCHA/DEWEY W.

POST ON ALL FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/A/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING BOSTON INTERNATIONAL CABIN ATTENDANTS ARE FURLOUGHED EFFECTIVE

OCTOBER 31 1979. LAST DAY IN PRESENT STATUS WILL BE OCTOBER 30 1979.

SEN NO	PRN	NAME
7025	66532	NICCOLI M
7024	66533	NORMAND C
7023	66534	PROPP K
7018	66541	URBOWICZ E
7017	66531	MAXWELL K
7016	66528	HORN T
7015	66524	CAROLAN C
7014	66525	CONTI T
7013	66540	TIERNEY C
7012	66543	YORK C
7010	66529	LEMAK M
7008	66538	SCHULTZ J
7007	66536	REYNOLDS B
7006	66535	RAISHER C
7005	66527	DUNN N
7001	66542	WILLLAMS M
7000	66523	BOWEN B
6999	66526	DUMAS L
6998	66530	MARTIN P

IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT PERSONAL LEAVES OF ABSENCE ARE AVAILABLE TO FLIGHT ATTENDANTS AT THE DOMICILES WHERE THE REDUCTIONS IN FORCE ARE OCCURING. THE NUMBER OF LEAVES BY DOMILIE ARE AS FOLLOWS:

BOS-D	C/A	18
BOS-I	C/A	19
ORD-D	C/A	36
JFK-D	C/A	59
STL-D	C/A	32

THE ANTICIPATED DURATION OF SUCH LEAVES AS WELL AS THE ANTICIPATED DURATION OF FURLOUGHS IS APPROXIMATELY 18 MONTHS. THE RECALL TO ACTIVE STATUS IS EXPECTED TO BE SECOND QUARTER 1981.

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ANTICIPATED PERIOD OF THE FURLOUGH IN EQUIVALENT NUMBERS BY CATEGORY AND LOCATED WHERE THE FURLOUGH IS AFFECTED THE ACTUAL NUMBER OF FLIGHT ATTENDANTS BEING FURLOUGHED WILL BE REDUCED ACCORDINGLY.

FURLOUGHED FLIGHT ATTENDANTS WILL BE RECEIVING FORMAL NOTIFICATION VIA U.S. MAIL ADVISING THEM OF THEIR FURLOUGH STATUS AND THE DATE AND TME THEY ARE TO REPORT TO THE INFLIGHT SERVICE OFFICE FOR PURPOSES OF RETURNING COMPANY ITEMS—I.D. CARDS—LEAVING A MAILING ADDRESS WITH THE COMPANY—ETC.

NYCHA/DEWEY W.

POST ON ALL FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/A/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING BOSTON DOMESTIC CABIN ATTENDANTS ARE FURLOUGHED EFFECTIVE OCTOBER 31 1979. LAST DAY IN PRESENT STATUS WILL BE OCTOBER 30 1979.

SEN NO	PRN	NAME
7058	67173	BLAHNIK J
7055	67175	DEBOER G
7054	67180	GROOME T
7053	67179	GIBBONS P
7052	67187	RAGO R
7051	67181	MARCORELLE R
7049	67190	TYCHESEN N

SEN NO	PRN	NAME
7048	67186	PERRON A
7047	67174	CARRIE A
7045	67192	WOLF K
7044	67182	MERWIN R
7042	67177	DRAPER K
7040	67178	GARRISON G
7039	67188	SHANNON B
7037	67191	STUBIG P
7035	67185	NELSON S
7033	67183	MILLER P
7031	67184	MORSE S

IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT PERSONAL LEAVES OF ABSENCE ARE AVAILABLE TO FLIGHT ATTENDANTS AT THE DOMICILES WHERE THE REDUCTIONS IN FORCE ARE OCCURRING. THE NUMBER OF LEAVES BY DOMICILE ARE AS FOLLOWS. . . .

BOS-D	C/A 18
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SINCE THE ABOVE LISTED FLIGHT ATTENDANTS ARE THOSE SYSTEM-WIDE FLIGHT ATTENDANTS WITH THE LEAST AMOUNT OF SENIORITY THERE ARE NO ANTICIPATED DISPLACEMENT OPTIONS NOR ARE THERE ANY VACANCIES IN THE SYSTEM.

IN THE EVENT THAT LEAVES OF ABSENCE ARE REQUESTED FOR THE ANTICIPATED PERIOD OF THE FURLOUGH IN EQUIVALENT

NUMBERS BY CATEGORY AND LOCATION WHERE THE FURLOUGH IS AFFECTED THE ACTUAL NUMBER OF FLIGHT ATTENDANTS BEING FURLOUGHED WILL BE REDUCED ACCORDINGLY.

FURLOUGHED FLIGHT ATTENDANTS WILL BE RECEIVING FORMAL NOTIFICATION VIA U.S. MAIL ADVISING THEM OF THEIR FURLOUGH STATUS AND THE DATE AND TIME THEY ARE TO REPORT TO THE INFLIGHT SERVICES OFFICE FOR PURPOSES OF RETURNING COMPANY ITEMS—I:D: CARDS—LEAVING A MAILING ADDRESS WITH THE COMPANY—ETC.

NYCHA/DEWY W.

MESSAGES FROM STAFF

POST ON ALL FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/A/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING ST. LOUIS DOMESTIC CABIN ATTENDANTS ARE FURLOUGHED EFFECTIVE OCTOBER 31 1979. LAST DAY IN PRESENT STATUS WILL BE OCTOBER 30 1979.

SEN NO	PRN	NAME
6960	65930	CAREY H
6959	65969	QUINLAN K
6958	65928	CAPPO C
6956	65943	DUFFY M
6955	65980	FABER D
6954	65948	FLYNN J
6953	65950	FRYE L
6952	65967	PETRIE K
6950	65977	TROTTER L
6549	65937	CHRISTENSEN M
6948	65958	HOLLAND P
6947	65966	NAGY B
6946	65968	PROUD B
6945	65923	BAYAS C
6942	65921	AVON A

SEN NO	PRN	NAME
6941	65946	DUNN E
6940	65963	LESNICK J
6933	65960	KEISER K
6925	65751	BARNES S
6924	65797	KYLE K
6923	65776	ACOSTA R
6922	65769	STIEBERITZ P
6921	65799	MCHALE J
6919	65755	BREWI P
6916	65777	ANDERSON C L
6914	65785	DOSS B
6910	65756	BUTLER P
6909	65779	BECKER D
6902	65782	BROWN M
6899	65796	KARAVAN C
6898	65771	URBANSKI L
6893	63447	STARCKE C

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IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT PERSONAL LEAVES OF ABSENCE ARE AVAILABLE TO FLIGHT ATTENDANTS AT THE DOMICILES WHERE THE REDUCTIONS IN FORCE ARE OCCURRING. THE NUMBER OF LEAVES BY DOMICILE ARE AS FOLLOWS.....

BOS-D	C/A	18
BOS-I	C/A	19
ORD-D	C/A	36
JFK-D	C/A	59
STL-D	C/A	32

THE ANTICIPATED DURATION OF SUCH LEAVES AS WELL AS THE ANTICIPATED DURATION OF FURLOUGHS IS APPROXIMATELY 18 MONTHS. THE RECALL TO ACTIVE STATUS IS EXPECTED TO BE SECOND QUARTER 1981.

SINCE THE ABOVE LISTED FLIGHT ATTENDANTS ARE THOSE SYSTEM-WIDE FLIGHT ATTENDANTS WITH THE LEAST AMOUNT OF

SENIORITY THERE ARE NO ANTICIPATED DISPLACEMENT OPTIONS NOR ARE THERE ANY VACANCIES IN THE SYSTEM.

IN THE EVENT THAT LEAVES OF ABSENCE ARE REQUESTED FOR THE ANTICIPATED PERIOD OF THE FURLOUGH IN EQUIVALENT NUMBERS BY CATEGORY AND LOCATION WHERE THE FURLOUGH IS AFFECTED THE ACTUAL NUMBER OF FLIGHT ATTENDANTS BEING FURLOUGHED WILL BE REDUCED ACCORDINGLY.

FURLOUGHED FLIGHT ATTENDANTS WILL BE RECEIVING FORMAL NOTIFICATION VIA U.S. MAIL ADVISING THEM OF THEIR FURLOUGH STATUS AND THE DATE AND TIME THEY ARE TO REPORT TO THE INFLIGHT SERVICES OFFICE FOR PURPOSES OF RETURNING COMPANY ITEMS—I.D. CARDS—LEAVING A MAILING ADDRESS WITH THE COMPANY ETC.

POST ON ALL FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/A/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING BOSTON INTERNATIONAL CABIN ATTENDANTS ARE FURLOUGHED EFFECTIVE OCTOBER 31 1979. LAST DAY IN PRESENT STATUS WILL BE OCTOBER 30 1979.

SEN NO	PRN	NAME
6876	65656	RICH A
6857	46375	FRAGA M
6820	32080	QUEIROGA J
6805	65227	MILLOT J
6743	65108	TOMMARCHI G
6696	30576	AMARO P

IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT PERSONAL LEAVES OF ABSENCE ARE AVAILABLE TO

FLIGHT ATTENDANTS AT THE DOMICILE WHERE THE REDUCTIONS IN FORCE ARE OCCURRING. THE NUMBER OF LEAVES BY DOMICILE ARE AS FOLLOWS. . . . .

BOS-I	C/A	6
BOS-D	C/A	48
ORD-D	C/A	16

THE ANTICIPATED DURATION OF SUCH LEAVES OF ABSENCE AS WELL AS THE ANTICIPATED DURATION OF FURLOUGHS IS APPROXIMATELY 18 MONTHS. THE RECALL TO ACTIVE STATUS IS EXPECTED TO BE SECOND QUARTER 1981.

FOR PURPOSES OF ARTICLE 12/B/ AS IT RELATES TO DISPLACEMENT OPTIONS THE MOST JUNIOR FLIGHT ATTENDANT ON THE SYSTEM SENIORITY LIST IS PRESENTLY LOCATED AT THE ST. LOUIS DOMICILE ALL OF THE ABOVE LISTED FLIGHT ATTENDANTS WHO DO NO WISH TO ACCEPT FURLOUGH BUT RATHER EXPRESS A DESIRE TO EXERCISE DISPLACEMENT RIGHTS MAY DISPLACE TO THE ST. LOUIS DOMICILE. THERE WILL BE NO FURTHER DISPLACEMENTS OR FURLOUGHS OUT OF THE ST. LOUIS DOMICILE AS A RESULT OF SUCH DISPLACEMENT OPTIONS. YOUR ATTENTION IS DIRECTED TO ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT WHICH STATES—QUOTE—YOU MUST SEND A TELEGRAM WITHIN SEVEN /7/ DAYS OF SUCH FURLOUGH NOTICE BEING ISSUED STATING YOUR DESIRE TO EITHER ACCEPT THE FURLOUGH OR INDICATE THE LOCATION AND CLASSIFICATIONS FOR WHICH YOU ARE WILLING TO ACCEPT AS A DISPLACEMENT OPTION. SUCH TELEGRAM SHALL BE ADDRESSED TO THE DIRECTOR IN-FLIGHT SERVICES BUDGETS AND CONTROLS—605 THIRD AVENUE—NEW YORK N.Y. 10016.—UNQUOTE

IN THE EVENT THAT LEAVES OF ABSENCE ARE REQUESTED FOR THE ANTICIPATED PRIOD OF THE FURLOUGH IN EQUIVALENT NUMBERS BY CATEGORY AND LOCATION WHERE THE FURLOUGH WILL BE AFFECTED THE ACTUAL NUMBER OF FLIGHT ATTENDANTS BEING FURLOUGHED WILL BE REDUCED ACCORDINGLY.

FURLOUGHED FLIGHT ATTENDANTS WILL BE RECEIVING FORMAL NOTIFICATION VIA U.S. MAIL ADVISING THEM OF THEIR FURLOUGH STATUS AND THE DATE AND TIME THEY ARE TO REPORT TO THE IN-FLIGHT SERVICES OFFICE FOR PURPOSES OF RETURNING COMPANY ITEMS —I.D. CARDS—LEAVING A MAILING ADDRESS WITH THE COMPANY ETC.

NYCHA/DEWEY W.

POST ON ALL FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/A/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING BOSTON DOMESTIC CABIN ATTENDANTS ARE FURLOUGHED EFFECTIVE OCTOBER 31 1979. LAST DAY IN PRESENT STATUS WILL BE OCTOBER 30 1979.

SEN NO	PRN	NAME
6817	65221	HAVENER S
6815	65210	PARKER S
6812	65224	KLINGE D
6811	65216	BEYL G
6804	65197	BRISKEY K
6803	65198	CLARK S
6801	65208	OBRIEN E
6797	65228	MNICH T
6796	65229	ONEILL L
6795	65236	SMITH M J
6793	65199	DIFATTA C
6792	65217	CAMPANA S

SEN NO	PRN	NAME
6790	65215	ANDERSON J
6788	62697	PERKINS T
6787	61540	GENECE J
6786	65077	GANGE J
6781	65076	DAVIS L
6778	65185	CURENTON M
6775	65085	HOWARD R
6774	65081	GREENE P
6773	65084	HOOD A
6772	65179	BRAYMAN K
6771	65074	BERUBE D
6767	65092	GOMEZ R
6766	65086	RICHARDSON A
6765	65187	HAKHAMANESHI A
6761	65194	OBRIEN S
6760	65181	CAMPO D
6758	65083	HILL M
6755	65191	KEATING D
6753	65196	TOWNSEND T
6751	64954	DAVID L
6750	63819	CASH L
6749	49036	GROWN M H
6727	64951	BURKE A
6724	64948	AZNAVOURIAN S
6720	64963	MODRCIN JR J
6717	64949	BARKER A
6714	64959	JEDDEH E
6713	64960	JOHNSON O
6712	64961	CARMODY T
6707	64968	WALLER W
6705	64952	BURNS K
6703	64962	MCDOWELL H
6702	64958	FIELDING Y
6701	64993	JENKINS N
6698	64967	SUMMITT M

IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT PERSONAL LEAVES OF ABSENCE ARE AVAILABLE TO FLIGHT ATTENDANTS AT THE DOMICILE WHERE THE REDUCTIONS IN FORCE ARE OCCURRING. THE NUMBER OF LEAVES BY DOMICILE ARE AS FOLLOWS. . . . .

BOS-I C/A 6
BOS-D C/A 48
ORD-D C/A 16

THE ANTICIPATED DURATION OF SUCH LEAVES OF ABSENCE AS WELL AS THE ANTICIPATED DURATION OF FURLOUGHS IS APPROXIMATELY 18 MONTHS. THE RECALL TO ACTIVE STATUS IS EXPECTED TO BE SECOND QUARTER 1981.

FOR PURPOSES OF ARTICLE 12/B/ AS IT RELATES TO DISPLACEMENT OPTIONS THE MOST JUNIOR FLIGHT ATTENDANT ON THE SYSTEM SENIORITY LIST IS PRESENTLY LOCATED AT THE ST. LOUIS DOMICILE ALL OF THE ABOVE LISTED FLIGHT ATTENDANTS WHO DO NOT WISH TO ACCEPT FURLOUGH BUT RATHER EXPRESS A DESIRE TO EXERCISE DISPLACEMENT RIGHTS MAY DISPLACE TO THE ST. LOUIS DOMICILE.

THERE WILL BE NO FURTHER DISPLACEMENTS OR FURLOUGHS OUT OF THE ST. LOUIS DOMICILE AS A RESULT OF SUCH DISPLACEMENT OPTIONS. YOUR ATTENTION IS DIRECTED TO ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT WHICH STATES—QUOTE—YOU MUST SEND A TELEGRAM WITHIN SEVEN /7/ DAYS OF SUCH FURLOUGH NOTICE BEING ISSUED STATING YOUR DESIRE TO EITHER ACCEPT THE FURLOUGH OR INDICATE THE LOCATION AND CLASSIFICATIONS FOR WHICH YOU ARE WILLING TO ACCEPT AS A DISPLACEMENT OPTION. SUCH TELEGRAM SHALL BE ADDRESSED TO THE DIRECTOR IN-FLIGHT THIRD AVENUE—NEW YORK N.Y. 10016. SERVICES BUDGETS AND CONTROLS—605 —UNQUOTE

IN THE EVENT THAT LEAVES OF ABSENCE ARE REQUESTED FOR THE ANTICIPATED PERIOD OF THE FURLOUGH IN EQUIVALENT NUMBERS BY CATEGORY AND LOCATION WHERE THE FURLOUGH WILL BE AFFECTED THE ACTUAL NUMBER OF FLIGHT ATTENDANTS BEING FURLOUGHED WILL BE REDUCED ACCORDINGLY.

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NYCHA/DEWEY W.

POST ON FLIGHT ATTENDANT BULLETIN BOARDS IN ACCORDANCE WITH ARTICLE 12/A/ OF THE CURRENT WORKING AGREEMENT THE FOLLOWING CHICAGO DOMESTIC CABIN ATTENDANTS ARE FURLOUGHED EFFECTIVE OCTOBER 31, 1979. LAST DAY IN PRESENT STATUS WILL BE OCTOBER 30 1979.

SEN NO	PRN	NAME
6889	65628	BOLDYSH T
6888	65643	TIRRITO G
6886	65650	LUCCHESE K
6881	65640	PORTER K
6879	65633	KAMINSKI C
6877	65653	MURPHY B M
6875	65638	MITCHELL L
6872	65639	PANKEY T
6871	65663	NAYDOCK R
6870	65646	CAMACHO L
6868	65641	REISMAN J
6867	30734	ELION A

SEN NO	PRN	NAME
6863	65636	MANDOKIAN D
6861	65630	DEVLIN K
6859	65637	MATHISON J
6858	46980	METZ H

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IN ACCORDANCE WITH ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT PERSONAL LEAVES OF ABSENCE ARE AVAILABLE TO FLIGHT ATTENDANTS AT THE DOMICILES WHERE THE REDUCTIONS IN FORCE ARE OCCURRING. THE NUMBER OF LEAVES BY DOMICILE ARE AS FOLLOWS. . .

BOS-I	C/A	6
BOS-D	C/A	48
ORD-D	C/A	16

THE ANTICIPATED DURATION OF SUCH LEAVES OF ABSENCE AS WELL AS THE ANTICIPATED DURATION OF FURLOUGH IS APPROXIMATELY 18 MONTHS. THE RECALL TO ACTIVE STATUS IS EXPECTED TO BE SECOND QUARTER 1981.

FOR PURPOSES OF ARTICLE 12/B/ AS IT RELATES TO DISPLACEMENT OPTIONS THE MOST JUNIOR FLIGHT ATTENDANT ON THE SYSTEM SENIORITY LIST IS PRESENTLY LOCATED AT THE ST. LOUIS DOMICILE. ALL OF THE ABOVE LISTED FLIGHT ATTENDANTS WHO DO NOT WISH TO ACCEPT FURLOUGH BUT RATHER EXPRESS A DESIRE TO EXERCISE DISPLACEMENT RIGHTS MAY DISPLACE TO THE ST. LOUIS DOMICILE. THERE WILL BE NO FURTHER DISPLACEMENTS OR FURLOUGHS OUT OF ST. LOUIS DOMICILE AS A RESULT OF SUCH DISPLACEMENT OPTIONS. YOUR ATTENTION IS DIRECTED TO ARTICLE 12/B/ OF THE CURRENT WORKING AGREEMENT WHICH STATES QUOTE—YOU MUST SEND A TELEGRAM WITHIN SEVEN /7/ DAYS OF SUCH FURLOUGH NOTICE BEING ISSUED STATING YOUR DESIRE

TO EITHER ACCEPT THE FURLOUGH OR INDICATE THE LOCATIONS AND CLASSIFICATIONS FOR WHICH YOU ARE WILLING TO ACCEPT AS A DISPLACEMENT OPTION. SUCH TELEGRAM SHALL BE ADDRESSED TO THE DIRECTOR IN-FLIGHT SERVICES BUDGETS AND CONTROLS—605 THIRD AVENUE—NEW YORK, N.Y. 10016.

IN THE EVENT THAT LEAVES OF ABSENCE ARE REQUESTED FOR THE ANTICIPATED PERIOD OF THE FURLOUGH IN EQUIVALENT NUMBERS BY CATEGORY AND LOCATION WHERE THE FURLOUGH WILL BE AFFECTED THE ACTUAL NUMBER OF FLIGHT ATTENDANTS BEING FURLOUGHED WILL BE REDUCED ACCORDINGLY.

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OFFICE OF THE CLERK
SUPREME COURT OF THE UNITED STATES
Washington, D.C. 20543

May 18, 1981

James A. Velde, Esquire
One First National Plaza
Chicago, Illinois 60603

Re: Anne B. Zipes, et al. v. Trans World Airlines, Inc., No. 78-1545; Trans World Airlines, Inc. v. Anne B. Zipes, et al., No. 78-1549; Independent Federation of Flight Attendants v. Trans World Airlines, Inc. and Anne B. Zipes, et al., No. 80-951.

Dear Mr. Velde:

The Court today entered the following order in the above-entitled cases:

"TWA's motion to limit review in No. 80-951, *Independent Federation of Flight Attendants* v. *Trans World Airlines, Inc., et al.*, to the order of the District Court entitled "Order Awarding Seniority" and thereafter to dismiss No. 78-1545, *Zipes, et al.* v. *Trans World Airlines, Inc.*, and No. 78-1549, *Trans World Airlines, Inc.* v. *Zipes, et al.*, as moot, is denied.

"The motion filed by petitioners in No. 78-1545 (the 'plaintiff class'), requesting that the Court (1) grant TWA's motion; or (2) order TWA and the plaintiff class to stipulate to dismissal of the writs in No. 78-1545 and No. 78-1549; or (3) dismiss No. 78-1545 and No. 78-1549 as moot, is denied.

"No. 78-1549 is removed from the argument calendar, and further consideration of the case is de-

ferred. The writ of certiorari in No. 80-951 is limited to Questions 1 and 2 presented by the petition for a writ of certiorari and is otherwise dismissed as improvidently granted.

"Justice Stevens took no part in the consideration or decision of these motions."

Very truly yours,

/s/ Alexander L. Stevas
ALEXANDER L. STEVAS
Clerk

cc: Counsel of Record